



Council Agenda Including Addeds

4th Meeting of City Council

February 13, 2024

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 subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.1/3/CSC)

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

5.1 2nd Meeting held on January 23, 2024

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5.2 3rd Special Meeting held on January 31, 2024

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6. Communications and Petitions

6.1 4366 Colonel Talbot Road (Z-9676)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #10 (3.5) of the 3rd Report of the Planning and Environment Committee)

Please note: A petition with approximately 33 signatures is on file in the City Clerk's Office

1. K. Barlett

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2.	M. Scott and F. Scott	137
6.2	City-Wide 5-Bedroom Limits and Increased Permissions for Additional Residential Units (OZ-9661)	
	(Refer to the Planning and Environment Committee Stage for Consideration with Item #13 (3.8) of the 3rd Report of the Planning and Environment Committee)	
1.	D. Bartlett, London Neighbourhood Community Association Inc.	138
2.	<i>(ADDED) AM. Valastro</i>	139
6.3	1310 Adelaide Street North and 795 Windermere Road (OZ-8709)	
	(Refer to the Planning and Environment Committee Stage for Consideration with Item #14 (3.9) of the 3rd Report of the Planning and Environment Committee)	
1.	D. Windsor, North London Golf Centre Ltd.	145
2.	F. Noory, CEO & President, Royal Premier Homes	147
3.	W. Newton	154
4.	J. Thrasher	155
5.	<i>(ADDED) K. Kelly</i>	156
6.	<i>(ADDED) P. Green</i>	157
7.	<i>(ADDED) V. Moretti</i>	158
8.	<i>(ADDED) A. Brander</i>	159
9.	<i>(ADDED) E. Brander</i>	160
6.4	<i>(ADDED) Remembrance Gardens at 2315 River Road</i>	
	(Refer to the Community and Protective Services Committee Stage for Consideration with Item #10 (5.1) of the 3rd Report of the Community and Protective Services Committee)	
1.	<i>(ADDED) D. Hryckiw, President, and O. Nowosad, Vice President - Ukrainian Canadian Congress</i>	161
7.	Motions of Which Notice is Given	
8.	Reports	
8.1	3rd Report of the Community and Protective Services Committee	163
1.	Disclosures of Pecuniary Interest	
2.	(2.1) Grand Theatre 2024-2027 Multi-Year Grant Agreement (Relates to Bill No. 47)	
3.	(2.2) The London Arts Council 2024-2027 Multi-Year Agreement (Relates to Bill No. 48)	

4. (2.3) London Heritage Council 2024-2027 Multi-Year Agreement (Relates to Bill No. 49)
5. (2.4) 2023-2024 Next Generation 9-1-1 Transition Funding Support – Transfer Payment Agreements (Relates to Bill No. 50 and Bill No. 51)
6. (2.5) Municipal Compliance Annual Report
7. (2.6) Operational Transition Plan for 446 King Street Housing Project
8. (2.7) Data Regarding the Relocation of Homeless Individuals
9. (4.1) Possible Amendments to the Vehicle for Hire By-law
10. (5.1) Remembrance Gardens at 2315 River Road

8.2 3rd Report of the Civic Works Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) 2nd Report of the Integrated Transportation Community Advisory Committee
3. (2.2) 2023 External Audit of London’s Drinking Water Quality Management System and 2022 Management Review
4. (2.3) RFP 2023-189 Large Diameter Watermain Inspection
5. (2.5) Contract Award - Tender No. RFT-2023-241 - East London Link and Municipal Infrastructure Improvements Phase 3C - Highbury Avenue
6. (2.6) Contract Award - Tender No. RFT-2022-314 - Rapid Transit Implementation - Clarks Bridge and Wellington Road from Thames River to Watson Street
7. (2.7) Professional Consulting over \$100k: Highway 401 and Wellington Road/Highbury Avenue Area Traffic Study
8. (2.4) Contract Award - Tender No. RFT-2023-264 - East London Link Phase 3A West - Dundas Street
9. (3.1) Jenkins Municipal Drain Improvements (Relates to Bill No. 72)

8.3 5th Report of the Strategic Priorities and Policy Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Special Meeting of the Shareholder of the Housing Development Corporation, London (Relates to Bill No. 52 and Bill No. 53)
3. (2.4) Contract Award for RFP 2023-346 - Consultation for Ward Boundary Review
4. (2.2) SS-2024-042: Housing Stability Services Single Source
5. (2.3) Community Advisory Committee on Planning (CACP) -

Terms of Reference

6. (5.1) Capital Project Overruns - Mayor J. Morgan, Councillor S. Franke, Councillor A. Hopkins

8.4 3rd Report of the Planning and Environment Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Delegated Authority for Consent (Relates to Bill No. 59)
3. (2.2) Building Division Monthly Report - November 2023
4. (2.3) Building Division Monthly Report - December 2023
5. (2.4) 2nd Report of the Ecological Community Advisory Committee
6. (3.1) 1st Report of the Community Advisory Committee on Planning
7. (3.2) 900 Wilton Grove (Z-9677) (Relates to Bill No. 65)
8. (3.3) Demolition Request for Heritage Listed Properties at 16 Wellington Road and 26, 28 & 30 Wellington Road
9. (3.4) 3502 Manning Drive (OZ-9674) (Relates to Bills No. 55, 56, and 66)
10. (3.5) 4366 Colonel Talbot Road (Z-9676) (Relates to Bill No. 67)
11. (3.6) 934 Oxford Street West (Z-9678)
12. (3.7) Housekeeping Amendments to the Zoning By-law (Z-9679) (Relates to Bill No. 68)
13. (3.8) City-Wide 5-Bedroom Limits and Increased Permissions for Additional Residential Units (OZ-9661) (Relates to Bills No. 57, 69, and 70)
14. (3.9) 1310 Adelaide Street North and 795 Windermere Road (OZ-8709) (Relates to Bill No. 58 and Bill No. 71)
15. (5.1) Deferred Matters List

8.5 3rd Report of the Corporate Services Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Single Source SS-2024-032 Argyle Arena Refrigeration Condensing Unit Replacement
3. (2.2) Federation of Canadian Municipalities Advocacy Days and Board Meeting
4. (5.1) Application - Issuance of Proclamation - Multiple Myeloma Awareness Month
5. (5.2) Application - Issuance of Proclamation - BGC Club Day

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. 46 By-law No. A.- _____ - _____ 199
A by-law to confirm the proceedings of the Council Meeting held on the 13th day of February 2024. (City Clerk)
- 13.2 Bill No. 47 By-law No. A.- _____ - _____ 200
A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.1/3/CPSC)
- 13.3 Bill No. 48 By-law No. A.- _____ - _____ 211
A by-law to approve the Purchase of Service Agreement between London Arts Council and the Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the Agreement. (2.2/3/CPSC)
- 13.4 Bill No. 49 By-law No. A.- _____ - _____ 225
A by-law to approve the Purchase of Service Agreement between London Heritage Council and the Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/3/CPSC)
- 13.5 Bill No. 50 By-law No. A.- _____ - _____ 242
A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section. (2.4a/3/CPSC)
- 13.6 Bill No. 51 By-law No. A.- _____ - _____ 273
A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division) (2.4b/3/CPSC)
- 13.7 Bill No. 52 By-law No. A.- _____ - _____ 303
A by-law to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London. (2.1i/5/SPPC)

13.8	Bill No. 53 By-law No. A.- _____ - _____ A by-law to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London. (2.1ii/5/SPPC)	305
13.9	Bill No. 54 By-law No. C.P.-1512()- _____ A by-law to amend The Official Plan for the City of London, 2016 relating to 3810-3814 Colonel Talbot Road (within the Southwest Area Secondary Plan) (3.5a/2/PEC)	308
13.10	Bill No. 55 By-law No. C.P.-1512()- _____ A by-law to amend Map 1 of The Official Plan for the City of London, 2016 relating to 3502 Manning Drive (3.4a1/3/PEC)	311
13.11	Bill No. 56 By-law No. C.P.-1512()- _____ A by-law to amend Map 5 of The Official Plan for the City of London, 2016 relating to 3502 Manning Drive (3.4a2/3/PEC)	314
13.12	Bill No. 57 By-law No. C.P.-1512()- _____ A by-law to amend The Official Plan for the City of London, 2016 relating to Policy 942 (3.8a/3/PEC)	317
13.13	Bill No. 58 By-law No. C.P.-1512()- _____ A by-law to amend The Official Plan for the City of London, 2016 relating to 1310 Adelaide Street North and 795 Windermere Road (3.9a/3/PEC)	319
13.14	Bill No. 59 By-law No. CP- _____ A by-law to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-23, as amended. (2.1/3/PEC)	323
13.15	Bill No. 60 By-law No. S.- _____ - _____ A by-law to assume certain works and services in the City of London. (Hyde Park Meadows Subdivision, Phase 2 – 33M-671) (Deputy City Manager, Environment & Infrastructure)	325
13.16	Bill No. 61 By-law No. S.- _____ - _____ A by-law to assume certain works and services in the City of London. (Chelsea Green Meadows Subdivision – Plan 33M-686) (Deputy City Manager, Environment & Infrastructure)	327
13.17	Bill No. 62 By-law No. S.- _____ - _____ A by-law to assume certain works and services in the City of London. (West 5 Subdivision Phase 1, Plan 33M-706) (Deputy City Manager, Environment & Infrastructure)	329
13.18	Bill No. 63 By-law No. S.- _____ - _____ A by-law to assume certain works and services in the City of London. (Summerside Subdivision Phase 13A Stage 1, Plan 33M-756) (Deputy City Manager, Environment & Infrastructure)	331

13.19	Bill No. 64 By-law No. S.- _____ - _____ A by-law to assume certain works and services in the City of London. (Edgevalley Subdivision Phase 1, Plan 33M-757) (Deputy City Manager, Environment & Infrastructure)	333
13.20	Bill No. 65 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 900 Wilton Grove Road (3.2/3/PEC)	336
13.21	Bill No. 66 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3502 Manning Drive (3.4b/3/PEC)	338
13.22	Bill No. 67 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4366 Colonel Talbot Road (3.5a/3/PEC)	340
13.23	Bill No. 68 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to modify Section 2 and Section 4 (3.7/3/PEC)	343
13.24	Bill No. 69 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to modify Section 2, Section 4, Section 5, Section 6, Section 7, Section 8 (3.8b/3/PEC)	349
13.25	Bill No. 70 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to modify Section 2 and Subsection 4.37.5 (3.8c/3/PEC)	352
13.26	Bill No. 71 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1310 Adelaide Street North and 795 Windermere Road (3.9b/3/PEC)	354
13.27	Bill No. 72 By-law No. DR- _____ - ____ A by-law to provide for Drainage Works in the City of London (Construction of the Jenkins Municipal Drain). (3.1/3/CWC) (First and Second Reading Only)	356

14. Adjournment



Council Minutes

2nd Meeting of City Council
January 23, 2024, 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, D. MacRae, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, A. Rammeloo, M. Schulthess, E. Skalski, C. Smith, J. Taylor, B. Warner

Remote Attendance: A. Dunbar, E. Hunt, K. Murray, L. Stewart, R. Wilcox

The meeting is called to order at 1:02 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. Franke disclosed a pecuniary interest related to Council In Closed Session, the 2nd Report of Council in Closed Session, and Added Bill No. 44, by indicating that her spouse is employed by the Thames Valley District School Board.

2. Recognitions

2.1 2024 Mayor's New Year's Honour List

His Worship the Mayor recognizes the contributions made to London by the following citizens who were named to the 2024 Mayor's New Year's Honour List in the following categories: Jennifer Williams (Accessibility); Don Pollock (Age Friendly); Audrey Cooper (Arts); Bill Brady (Distinguished Londoner); Evelyn Chertkow (Distinguished Londoner); Brian Harris (Distinguished Londoner); Sheilah Hogarth (Distinguished Londoner); Youth Coalition Combating Islamophobia (Distinguished Londoner); Rumina Morris (Diversity and Race Relations); Diane Szoller (Environment); Jason Hick (Heritage); Jenna Rose Sands (Humanitarianism); Jamie Walls (Safety and Crime Prevention); Vito Frijia (Sports).

At 1:32 PM, Councillor P. Van Meerbergen leaves the meeting.

At 1:36 PM, Councillor P. Van Meerbergen joins the meeting.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: P. Cuddy

Seconded by: C. Rahman

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

4.1 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 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/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. (6.2/2/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/2/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/2/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/2/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.6/2/CSC)

4.7 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. (6.7/2/CSC)

4.8 Security of Property

A matter pertaining to the security of the property of the municipality or local board, including communications necessary for that purpose. Disclosing information related to the locations of data centres and key telecommunication interconnection sites to the public could be misused by a bad actor as part of a cyber threat campaign against corporate systems, data, and public services. (6.8/2/CSC)

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

Motion Passed (15 to 0)

That Council convenes In Closed Session, from 1:37 PM to 1:51 PM.

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

5.1 1st Meeting Held on December 19, 2023

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

That the Minutes of the 1st Meeting of the Municipal Council, held on December 19, 2023 BE APPROVED.

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

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: Mayor J. Morgan
Seconded by: E. Pelozza

That the following actions be taken with respect to the Ontario Ombudsman’s report regarding a complaint about a gathering held by members of the Community and Protective Services Committee of the City of London on March 21, 2023:

- a) the report of the Ontario Ombudsman, dated January 2024, BE RECEIVED;
- b) the Municipal Council BE REMINDED that they shall diligently comply with their obligations under the *Municipal Act, 2001* including review of applicable open meeting rules; and
- c) the City Clerk BE DIRECTED to provide a reminder to all elected officials related to quorum and relevant open meeting provisions within the *Municipal Act, 2001*.

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)

At 2:00 PM, His Worship Mayor J. Morgan, places Councillor S. Lewis in the Chair.

At 2:07 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelozza

Seconded by: S. Lewis

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

6.2 Application - Issuance of Proclamation - World Thinking Day

1. T. Palacio, Provincial Projects Administrative Assistant - Ontario, Girl Guides of Canada, Ontario Council

6.3 Deputy Mayor S. Lewis, Councillor P. Cuddy and Mayor J. Morgan - Municipal Options to Limit or Prevent Renovictions

1. J. Thompson, Executive Director, Life Spin

6.4 Byron Legion Monument Donation to Springbank Park

1. Deputy Mayor S. Lewis and Councillor A. Hopkins

6.5 150 King Edward Avenue (Z-9670)

1. Fr. P. Antony, Vicar, St. Mary's Catholic Church
2. R. Jose

6.6 Green Development Standards

1. R. Bareng
2. H. L. Glousher
3. S. Soufan
4. E. Blokker
5. A. Saad
6. S. Bhaiyat
7. A. Sherazi
8. L. King
9. (ADDED) P. Kramer
10. (ADDED) D. Butler
11. (ADDED) S. Luisi, Bumble Bee Gardens
12. (ADDED) B. Morrison, M. A. Hodge, Climate Action London

6.7 2598-2624 Woodhull Road (Z-9673) / 1982 Commissioners Road East (Z-9668) / 3810-3814 Colonel Talbot Road (Z-9671) / 3637 Colonel Talbot Road (Z-9664)

1. A. Johnson

6.8 (ADDED) Mayor J. Morgan - Deputy Mayor and Budget Chair Positions

1. (ADDED) B. Brock

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

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 2nd Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 2nd Report of the Corporate Services Committee BE APPROVED, with the exception of items 13 (4.1) and item 14 (5.1).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Argyle Business Improvement Association 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 22)

Motion made by: H. McAlister

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

- a) the Argyle Business Improvement Association proposed 2024 budget submission in the amount of \$493,000 BE APPROVED as outlined in Schedule “A”, as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Argyle Business Improvement Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$315,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law A.-6873-292 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule “C”, with respect to Municipal Special Levy for the Argyle Business Improvement Association BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

3. (2.2) Hamilton Road Business Improvement Area 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 23)

Motion made by: H. McAlister

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

- a) the Hamilton Road Business Improvement Area proposed 2024 budget submission in the amount of \$354,592 BE APPROVED as outlined in Schedule “A” of the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Hamilton

Road Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$70,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law C.P.-1528-486 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and

d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule "C", with respect to Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

4. (2.3) Hyde Park Business Improvement Association 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 24)

Motion made by: H. McAlister

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

a) the Hyde Park Business Improvement Association proposed 2024 budget submission in the amount of \$740,869 BE APPROVED as outlined in Schedule "A" as appended to the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Hyde Park Business Improvement Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$599,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and

d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule "C", with respect to Municipal Special Levy for the Hyde Park Business Improvement Association BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

5. (2.4) London Downtown Business Association 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 25)

Motion made by: H. McAlister

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

a) the London Downtown Business Association proposed 2024 budget submission in the amount of \$3,010,227 BE APPROVED as outlined in Schedule "A", as appended to the staff report;

- b) the amount to be raised by the Corporation of the City of London for the 2024 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$2,050,227;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule “C”, with respect to Municipal Special Levy for the London Downtown Business Association BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

6. (2.5) Old East Village Business Improvement Area 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 26)

Motion made by: H. McAlister

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

- a) the Old East Village Business Improvement Area proposed 2024 budget submission in the amount of \$656,100 BE APPROVED as outlined in Schedule “A”, as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$42,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule “C”, with respect to Municipal Special Levy for the Old East Village Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

7. (2.6) Corporate Asset Management System Contract Amendment – Brightly Software Canada Inc. (Relates to Bill No. 27)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Corporate Asset Management (CAM) Software System:

a) the proposed by-law as appended to the staff report January 15, 2024 BE INTRODUCED at the Municipal Council Meeting to be held on January 23, 2024 to:

i) approve the amending agreement between The Corporation of the City of London and Brightly Software Canada Inc. to provide for ongoing license and support fees for the Corporate Asset Management Computer System (the “ Amending Agreement”);

ii) authorize the Mayor and Clerk to execute the Amending Agreement;

iii) delegate to the Deputy City Manager, Finance Supports the authority to approve future amending agreements to continue the Corporate Asset Management Computer System; and

iv) authorize the Mayor and the Clerk to execute amending agreements approved by the Deputy City Manager, Finance Supports;

it being noted that the Amending Agreement will provide for license and support fees for the Corporate Asset Management Computer System at the price of \$116,905 + HST for the year 2024 with an increase of 3% annually for the remaining four years (2025, 2026, 2027, & 2028) of the contract in accordance with Schedule "B" – item 6 of the Procurement of Goods and Services Policy.

Motion Passed

8. (2.7) Single Source SS-2023-350 City Hall Campus Cooling Tower and Controls Replacement

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the procurement of a replacement cooling tower and controls for City Hall and Centennial Hall (Single Source # SS-2023-350):

a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, the Civic Administration BE AUTHORIZED to engage Enwave Energy (London District Energy) to supply and install a cooling tower and controls compatible with the existing distribution system;

b) the financing for this project BE APPROVED as outlined in the Source of Financing as appended to the staff report dated January 15, 2024 as Appendix “A”; and

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in part a).

Motion Passed

9. (2.8) City Hall Front Entrance Canopy Repairs and Remediation

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the City Manager, the report dated January 15, 2024, “City Hall Front Canopy Repairs and Remediation” BE RECEIVED for information.

Motion Passed

10. (2.9) Assessment Growth for 2024, Changes in Taxable Phase-in Values, and Shifts in Taxation as a Result of Reassessments

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated January 15, 2024, "Assessment Growth for 2024, Changes in Taxable Phase-in Values, and Shifts in Taxation as a Result of Reassessments" BE RECEIVED for information purposes;

it being noted that the Corporate Services Committee received a communication dated January 11, 2023 from C. Butler with respect to this matter.

Motion Passed

11. (4.2) Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia

Motion made by: H. McAlister

That based on the application dated December 12, 2023 from Muslim Wellness Network, January 29, 2024 BE PROCLAIMED National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia.

Motion Passed

12. (4.3) Application - Issuance of Proclamation - Black History Month

Motion made by: H. McAlister

That based on the application dated December 12, 2023 from WeBridge Community Services, the month of February 2024 BE PROCLAIMED Black History Month.

Motion Passed

13. (4.1) Application - Issuance of Proclamation - World Thinking Day

Motion made by: C. Rahman

Seconded by: P. Cuddy

That based on the application dated December 5, 2023 from Girl Guides of Canada, February 22, 2024 BE PROCLAIMED World Thinking Day.

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)

14. (5.1) Request for Indemnification for a Judicial Review - Councillor S. Stevenson

Motion made by: H. McAlister

That the communication dated January 10, 2024 from Councillor S. Stevenson with respect to Indemnification for a Judicial Review BE RECEIVED and NO FURTHER ACTION BE TAKEN.

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

Nays: (3): S. Stevenson, S. Lehman, and S. Hillier

Motion Passed (12 to 3)

8.2 2nd Report of the Community and Protective Services Committee

Motion made by: E. Pelozza

That the 2nd 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. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozza

That the following actions be taken with respect to the 1st Report of the Animal Welfare Community Advisory Committee, from its meeting held on December 7, 2023:

a) two Voyager Maxi 3 Panel Folding Tabletop Display Kit with PVC graphics and two carrying bags with green background BE PURCHASED for future bird friendly displays at various London Public Library locations; it being noted that the Animal Welfare Community Advisory Committee has sufficient funds in its 2023 Budget; and,

b) clauses 1.1, 3.1 to 3.3, 4.1, 5.1, 5.2 and 5.4 BE RECEIVED.

Motion Passed

3. (2.2) Single-Source Procurement SS-2024-001: Employment Services Case Management Software (Relates to Bill No. 29)

Motion made by: E. Pelozza

That on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated January 8, 2024, related to the implementation of case management software for London Regional Employment Services, it being noted that in accordance with Section 14.5 of the City of London's Procurement of Goods and Services Policy Single Source contract awards greater than \$50,000.00 require approval of City Council:

- a) a single source procurement in accordance with section 14.4(e) of the Procurement of Goods and Services Policy BE APPROVED to ESCASES INC. to provide licences for their case management solution at a cost of \$293,800.00 for a two-year term;
- b) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract;
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to:
 - i) approve the Service Agreement for the provision of case management software for service providers within the London Catchment Area ("Service Agreement") to be entered into between The Corporation of the City of London and ESCASES INC., as appended to the above-noted by-law;
 - ii) 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 above-noted Service Agreement;
 - B) execute the above-noted Agreement on behalf of the City of London;
 - C) approve and execute amending agreements and approve additional one-year terms to the above-noted Service Agreement that are consistent with the requirements contained in the Service Agreement and that do not require additional City of London funding; and,
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project. (2024-A03)

Motion Passed

4. (4.1) Byron Legion Monument Donation to Springbank Park

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 January 8, 2024, related to the proposed donation of Byron Monument to the City of London for Springbank Park per Sections 4.1a) and 4.2b) of the City of London Donation Policy:

- a) the donation of the Byron Monument and cash contribution of \$200,000 for installation and maintenance from the Byron-Springbank Legion Branch 533 (Monument Consortium) BE ACCEPTED IN PRINCIPLE; it being noted that the preliminary estimate of the total cost of the Byron Monument Project is \$400,000 to be fundraised by the Monument Consortium.
- b) that the above-noted acceptance BE CONDITIONAL upon the Corporation entering into a formal Agreement for the work to be

done related to the detailed design/fabrication, site placement, construction, ownership/maintenance of this Byron Monument donation at Springbank Park including a written valuation by an independent appraiser or other third-party supporting documentation to substantiate fair market value;

c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a formal Agreement related to the above-noted approval; and,

d) the Byron-Springbank Legion Branch 533 (Monument Consortium) BE THANKED for their generous donation;

it being noted that the communication, as appended to the Agenda and the verbal delegation from Reverend F. Mantz and E. Holder, with respect to this matter, were received. (2023-M12)

Motion Passed

5. (4.2) Deputy Mayor S. Lewis, Councillor P. Cuddy and Mayor J. Morgan - Municipal Options to Limit or Prevent Renovictions

Motion made by: E. Pelosa

That the following actions be taken with respect to Municipal Options to Limit or Prevent Renovictions:

a) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee (CPSC) with recommendations on a spectrum of municipal options to limit or prevent renovictions, including but not limited to amendments to or new municipal by-laws, policies and programs, by the end of Q3 of 2024;

b) the communications from Mayor Morgan, Deputy Mayor Lewis and Councillor Cuddy and Councillor Trosow, as appended to the Agenda and the Added Agenda BE RECEIVED and BE REFERRED to Civic Administration for consideration with respect to including the potential operational value of N12-N13 filing requirements in the report back; and,

c) the Civic Administration BE REQUESTED to include, in the report back, the feasibility and impact of extending the Residential Rental Unit Licence applicability beyond the current unit limit, to include the possible extension to all multi-unit residential dwellings of up to and including 4 storeys in height or less, and including those units contained in sub levels;

it being noted that this does not prevent the CPSC from considering additional motions around property standards compliance matters at a future meeting. (2023-C09)

Motion Passed

6. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Deferred Matters List, as at December 12, 2023, BE RECEIVED.

Motion Passed

8.3 2nd Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 2nd Report of the Civic Works 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: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Integrated Transportation Community Advisory Committee

Motion made by: A. Hopkins

That the 1st Report of the Integrated Transportation Community Advisory Committee, from its meeting held on December 14, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Sole Source Award: Acoustic Fibre Optic Monitoring Contract

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report, dated January 9, 2024, related to a Sole Source Award for an Acoustic Fibre Optic (AFO) Monitoring Contract:

a) the contract value for Pure Technologies Ltd. 300, 705-11 Avenue SW, Calgary, Alberta, T2R 0E3, BE APPROVED, in accordance with section 14.3 (c) of The Corporation of the City of London's Procurement of Goods and Services Policy, in the total amount of \$717,413.41 (excluding HST) for a four year period (2024-2027) to continuously monitor 15.86 km of the City's most critical watermains;

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

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-F17)

Motion Passed

4. (2.3) Appointment of Drainage Superintendent By-Law Update Under the Drainage Act (Relates to Bill No. 28)

Motion made by: A. Hopkins

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 9, 2024, related to the Appointment of a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990:

- a) Jessica Trela, C.E.T., BE APPOINTED to be named as the Drainage Superintendent for the City of London to carry out the duties imposed upon Jessica Trela pursuant to the Drainage Act, R.S.O. 1990;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-8287-224 entitled "A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any documents, if required, to give effect to these recommendations. (2023-C12)

Motion Passed

5. (2.4) Municipal Waste and Resource Materials Collection By-law Amendments (Relates to Bill No. 32)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the draft proposed by-law, as appended to the staff report, dated January 9, 2024, BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend the Municipal Waste and Resource Collection By-law (WM-12) to establish requirements for implementing a Green Bin Program and related collection program changes, including litter prevention. (2023-E07)

Motion Passed

6. (2.5) Contract Amendment: RFP 19-02 Recycling Collection Garbage and Yard Waste Collection

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 9, 2024, related to Contract Amendment RFP19-02 Recycling Collection Garbage and Yard Waste Collection:

- a) approval BE GIVEN to exercise the contract amendment provisions of section 20.3e of the Procurement of Goods and Services Policy for RFP 19-02 Recycling Collection Garbage and

Yard Waste Collection, for a cost exceeding the threshold limits outlined in section 20.3 (a) and (b);

b) the proposed amended price to change the frequency of collection of curbside Blue Box Program materials for an additional total annual cost of approximately \$650,000 more than the original price submitted by Miller Waste Systems Inc., BE ACCEPTED, it being noted that these additional costs are in the City's best interest in order to align the terms and conditions of the agreement that the City has with Circular Materials Ontario, the Producer Responsibility Organization that is paying the majority of Blue Box Program costs during the transition period (July 1, 2023 to December 31, 2025);

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

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required to give effect to these recommendations. (2023-F17/E07)

Motion Passed

7. (3.1) 1st and 2nd Reports of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 1st and 2nd Reports of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from the meetings held on December 6, 2023 and January 3, 2024, respectively:

a) with respect to the 1st Report of the ESACAC:

i) the ESACAC recommendations, as appended to the ESACAC Added Agenda, relating to the Yard and Lot Maintenance By-law BE FORWARDED to the Civic Administration for consideration; and,
ii) clauses 1.1, 2.1, 3.1 to 3.3, 5.1 and 5.2, BE RECEIVED;

b) with respect to the 2nd Report of the ESACAC:

i) the following actions be taken with respect to the Climate Action Change Sub-Committee recommendations with respect to the Multi-Year Budget Discussion:

A) the ~~attached~~, revised, draft Climate Action Sub-Committee recommendations BE FORWARDED to the Municipal Council Budget discussions for consideration; and,

B) it BE NOTED that the Environmental Stewardship and Action Community Advisory Committee held a discussion with respect to these matters; and,

ii) clauses 1.1, 1.2 and 3.1 BE RECEIVED;

it being noted that the verbal delegation from B. Samuels, Chair, ESACAC, with respect to this matter, was received.

Motion Passed

8. (5.1) Deferred Matters List

Motion made by: A. Hopkins

That the Deferred Matters List, as at December 12, 2023, BE RECEIVED.

Motion Passed

8.4 3rd Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 3rd Report of the Strategic Priorities and Policy Committee BE APPROVED, with the exception of items 4 (2.1) and 8 (4.4).

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. (2.2) 2023 Climate Emergency Action Plan Update Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the report regarding the 2023 Climate Emergency Action Plan Update BE RECEIVED for information.

Motion Passed

3. (2.3) 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on December 13, 2023 BE RECEIVED.

Motion Passed

5. (4.1) RBC Place London Board By-law Recommendations

Motion made by: S. Lewis

That the Civic Administration BE DIRECTED to bring forward to a future meeting of Municipal Council a by-law to incorporate the changes to the London Convention Centre Corporation By-law as requested in the communication dated December 18, 2023 from L.

Da Silva, CEO, RBC Place London, provided the changes are permissible under the City of London Act, 1992 and the *Municipal Act, 2001*.

Motion Passed

6. (4.2) London & Middlesex Community Housing

Motion made by: S. Lewis

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

- a) the communications dated December 4, 2023 from P. Chisholm BE RECEIVED;
- b) the resignation of Shellie Chowns from London and Middlesex Community Housing Board of Directors BE ACCEPTED; and
- c) the term for Kathleen Savoy, Board of Director Tenant BE EXTENDED from December 31, 2024 to December 31, 2026;

it being noted that the usual manner to solicit applications for appointment for the position to London and Middlesex Community Housing Board of Directors has commenced, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration.

Motion Passed

7. (4.3) 2024-2027 Multi-Year Budget Draft Base Budget Amendments

Motion made by: S. Lewis

That, with respect to the 2024-2027 Multi-Year Budget Draft Base Budget Amendments, the following actions be taken:

- a) on the recommendation of the Deputy City Manager, Finance Supports, the report dated January 16, 2024 BE RECEIVED for information and the 2024-2027 Multi-Year Budget Draft Base Budget Amendments related to Tourism London (as appended to the staff report dated January 16, 2024 as Appendix "A") and Upper Thames River Conservation Authority (as appended to the staff report dated January 16, 2024 as Appendix "B" and "C") BE REFERRED to the Budget Committee deliberations on the 2024-2027 Multi-Year Budget;
- b) on the recommendation of the Chief of Police and Chair of the London Police Services Board, the Base Budget Adjustment form and revised Business Cases P-28, P-L8, P-57 and P-29 BE REFERRED to the Budget Committee deliberations on the 2024-2027 Multi-Year Budget; and
- c) on the recommendation of the CEO/General Manager of the Covent Garden Market, the revised Business Case P-66 BE REFERRED to the Budget Committee deliberations on the 2024-2027 Multi-Year Budget;

it being noted that the Strategic Priorities and Policy Committee

received a communication dated January 15, 2024 from AM Valastro with respect to the Police 2024-2027 multi-year budget.

Motion Passed

4. (2.1) Investing in Canada Infrastructure Program Public Transit Stream Funding Reallocation

Motion made by: S. Lewis

That on the recommendation of the Deputy City Manager, Environment and Infrastructure and the Deputy City Manager, Finance Supports, the following actions be taken regarding recent changes to the Investing in Canada Infrastructure Program (ICIP) Public Transit Stream (PTS) as communicated by the Ontario Ministry of Transportation (MTO):

- a) the MTO BE REQUESTED to remove Project ICIP-LON-08, Oxford Street / Wharncliffe Road Intersection Improvements from the current program and reallocate the decommitted funding to ICIP-LON-06, the Wellington Gateway project;
- b) the financial impacts associated with recommendation a) above (as summarized in Appendix "A" as appended to the staff report) BE RECEIVED for information, noting that these impacts are subject to approval of this request by MTO; and
- c) subject to approval by the MTO, the Civic Administration BE AUTHORIZED to take all actions necessary to implement the capital budget changes outlined in this report;

it being noted that the Mobility Master Plan (MMP) is considering corridor improvements in the area of Oxford Street and Wharncliffe Road and this funding reallocation will support improved infrastructure project integration.

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

Nays: (6): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Motion Passed (9 to 6)

At 3:00 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 3:05 PM, His Worship Mayor J. Morgan resumes the Chair.

8. (4.4) Mayor J. Morgan - Deputy Mayor and Budget Chair Positions

Motion made by: S. Lewis

That, with respect to the Deputy Mayor and Budget Chair positions, the Civic Administration BE DIRECTED to undertake the necessary actions to implement the following:

- a) a pay increase of 12.5% to the annual base Councillor salary for the Deputy Mayor position effective January 2024;
- b) a pay increase of 12.5% to the annual base Councillor salary for the position of Budget Chair effective January 2024; and,
- c) the Governance Working Group BE DIRECTED to review this as part of its larger review of Remuneration for Elected Officials and

Appointed Citizen Members Policy on its Deferred Matters list, and provide any recommendations on further changes to the Strategic Priorities and Policy Committee in order to allow for implementation in the 2026-2030 term of Council;

it being noted that the communication dated January 8, 2024 from Mayor J. Morgan, with respect to this matter, was received.

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

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

Motion Passed (11 to 4)

8.5 2nd Report of the Planning and Environment Committee

Motion made by: S. Lewis

That the 2nd Report of the Planning and Environment Committee BE APPROVED, excluding item 11 (5.2).

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. Pelosa, 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. (2.1) 1st Report of the Ecological Community Advisory Committee

Motion made by: S. Lewis

That the 1st Report of the Ecological Community Advisory Committee BE RECEIVED for information; it being noted that a verbal delegation from S. Levin, with respect to these matters, was received.

Motion Passed

3. (3.1) 1544 Dundas Street (Z-9671) (Relates to Bill No. 33)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 15370070 Canada Inc., c/o Zelinka Priamo Ltd., relating to the property located at 1544 Dundas Street, the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject

property FROM an Associated Shopping Area Commercial (ASA4) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1()) Zone;

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

- Litwinchuk, 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 reuse of the existing commercial building;

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

4. (3.2) 2598-2624 Woodhull Road (Z-9673)

Motion made by: S. Lewis

That, the application by Brock Development Group Inc., (c/o Michelle Doornbosch), relating to the properties located at 2598-2624 Woodhull Road BE REFUSED for the following reasons:

- the property is too close to a significant woodland; and,
- the proposed application does not meet the City of London Environmental Management Guidelines;

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

- a communication dated January 2, 2024, from Koscinski, Executive Director, Thames Talbot Land Trust;
- a communication dated January 5, 2024, from Gowanlock;
- a communication from R. Inculet; and,
- a communication from Inculet;

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

- Rail;

- Koscinski, Thames Talbot Land Trust;
- Inculet;
- Rau;
- Gowanlock;
- Inculet; and,
- Doornbosch, Brock Development Group Inc.;

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. (3.3) 1982 Commissioners Road East (Z-9668) (Relates to Bill No. 34)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2804904 Ontario Inc., (c/o Siv-ik Planning & Design Inc.), relating to the property located at 1982 Commissioners Road East and part of 1964 Commissioners Road East:

a) the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, 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 (UR4) and Urban Reserve Special Provision (UR4(7)) Zone TO a holding Residential R5 Special Provision (h*h-18*R5-7(_)) Zone;

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

- i) design the side elevation of the corner units that are facing the driveway and the common amenity space with enhanced detail;
- ii) provide pedestrian connectivity through the proposed development to the public streets;
- iii) connect walkways directly from individual units of the 2 storey townhouses to Constance Avenue and Commissioners Road East, respectively;
- iv) provide enhanced tree planting; and,
- v) review short-term bicycle parking spaces allocated to the site for the townhouses;

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

- the project fact sheet from M. Davis, Siv-ik Planning/Design;

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 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 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 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 contributes to the 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. (2023-D09)

Motion Passed

6. (3.4) 150 King Edward Avenue (Z-9670)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by (Eparchy of Mississauga), relating to the property located at 150 King Edward Avenue, the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024 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 Neighbourhood Shopping Area Special Provision (NAS3(3)) Zone and Residential R6 Special Provision (R6-5(80)) Zone TO a Neighbourhood Shopping Area Special Provision (NAS3(_)) Zone and Residential R6 Special Provision (R6-5(_)) Zone;

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

- a communication dated January 7, 2024, from V. Philip;

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 Ltd.;
- D. James;
- S. Thomas;
- J. Devassia;
- D. Matthew; and,
- L. Jimi;

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 Shopping Area Place Type and Key Directions; and,
- the recommended amendment facilitates the adaptive reuse of an existing building within the Built Area Boundary;

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

7. (3.5) 3810-3814 Colonel Talbot Road (Z-9671)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Towns of Magnolia London Inc., relating to the properties located at 3810-3814 Colonel Talbot Road:

- a) the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at a future Council meeting, to amend the Southwest Area Plan (SWAP), for the City of London by ADDING a site-specific policy to the Lambeth Neighbourhood to allow a height of 6-storeys for one apartment building;
- b) the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Holding Residential Special Provision R6 (h-17.h-67.h-89.R6-5(_)) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) provide a minimum ground floor height of 4.5m to give prominence to the base of the building and provide additional opportunities for increased glazing to activate the street and provide passive surveillance;
 - ii) provide street-orientation with the principal building entrance for the apartment building facing toward Colonel Talbot Road;
 - iii) ensure the width of the garages for the townhouse units does not exceed 50% of the individual unit width, and does not project beyond the front façade of the unit;
 - iv) reduce the amount of surface parking at-grade in favour of more underground parking to decrease the amount of impervious surfaces and provide opportunities for additional landscaping and amenity space;
 - v) review short-term bicycle parking spaces allocated to the site for the townhouses;
 - vi) locate the principal building entrance for the apartment building on the Colonel Talbot Road-facing façade and distinguish this entrance with a high degree of transparent glazing, signage, weather protection (canopies, awnings, etc.) and direct walkway

access to the street;

- vii) incorporate a high degree of bird-friendly glazing and architectural detail in the north and south elevations (side elevations) for the apartment building as these facades will be highly visible from Colonel Talbot Road;
- viii) incorporate 5% EV charger spaces for required parking spaces(roughed in or complete Level 1 or 2);
- ix) ensure 50% native plants, and no non-native species planted;
- x) provide enhanced tree planting due to significant healthy mature tree removals; and,
- xi) investigate opportunities for solar installation on apartment buildings;

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

- N. Dyjach, Strik Baldinelli Moniz Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (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 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 Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment is consistent with the Southwest Area Secondary Plan, including the Lambeth Neighbourhood policies with the exception of height in which the site-specific policy refers to;
- 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 contributes to the 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. (2023-D09)

Motion Passed

8. (3.6) 3055 Dingman Drive/Roxburgh Road and 4313 Wellington Road (OZ-9665) (Relates to Bill No. 30)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Goal Ventures Inc. and Goal Ventures Southwest Inc., c/o KWA Site Development Consulting Inc., relating to the property located at 3055 Dingman Drive/Roxburgh Road and 4313 Wellington Road South:

a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend the Official Plan by ADDING a new policy to the Specific Policies for the Shopping Area Place Type AND AMENDING Map 7 – Special Policy Areas – of The London Plan by adding the subject site to the list of Specific Policy Areas;

b) the revised, ~~attached~~, proposed by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on January 9, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Associated Shopping Area Commercial Special Provision (ASA3/ASA5/ASA6(3)/ASA7(1) /ASA8(11)) Zone TO an Associated Shopping Area Commercial Special Provision/ holding Light Industrial Special Provision (ASA3/ASA5/ASA6(3)/ ASA7(1)/ASA8(11)/h-55*h-212*LI1()) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issue(s) through the site plan process:

- i) offer safe pedestrian connections within the public realm; and,
 - ii) provide a high-quality gateway image along Highway 401 East and Wellington Road South and enhanced landscaping along the gateway corridor shall be required in conformity with the policy framework of The London Plan and Southwest Area Secondary Plan;
 - iii) investigate EV charger spaces for required parking spaces (roughed in or complete Level 1 or 2);
 - iv) ensure 50% native plants, and no non-native species planted;
 - v) provide enhanced tree planting;
 - vi) investigate solar installation on industrial buildings; and,
 - vii) include bird friendly glazing on any glazing below 5 storeys;
- and,

d) 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;

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

- a revised staff report page; and,
- a communication dated January 8, 2024, from J. Manocha, 401L Inc., and K. Papatia, 1787996 Ontario Inc.;

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

- R. Walker, KWA Site Development Consulting Inc.;

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 Shopping Area Place Type, Criteria for Special Area Policies, and Key Directions;
- the recommended amendment facilitates the development of a site within the Wellington Road/ Highway 401 Neighbourhood of the

Southwest Area Secondary Plan; and,

- the recommended amendment facilitates a broader mix of uses on a serviced site within the urban growth boundary along the 401 Highway corridor;

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. (3.7) 3637 Colonel Talbot Road (Z-9664)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by SOFCO Properties, relating to the property located at 3637 Colonel Talbot Road:

- a) the proposed revised, ~~attached~~, by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024 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 R1 (h-17*R1-16) Zone and Open Space (OS4) Zone TO a Residential R1 Special Provision (R1-14(_)) Zone, a Holding Residential R5 Special Provision (h-149*h-121*R5-2(_)) and Open Space (OS4) Zone;
- b) the requested Special Provisions to facilitate the construction of a new detached garage in the front yard in the R1-14 Zone BE APPROVED, including:
 - i) permitting accessory buildings in the form of detached garages in the front yard;
 - ii) permitting a front yard depth for garages of 4.5 metres whereas 8.0 metres is required; and,
 - iii) garage doors shall not face Colonel Talbot Road;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) planting as many replacement trees as possible on the subject lands; and,
 - ii) implementing the recommendations of the Environmental Impact Study; and,
- d) 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;

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

- N. Dyjach, Strik Baldinelli Moniz Ltd;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including but not limited to the Neighbourhoods Place Type, Open Space Place Type and Key Directions;
- the recommended amendment conforms to the Southwest Area Secondary Plan, including the Lambeth Neighbourhood policies; and,
- the recommended amendment facilitates the development of an underutilized site within the Urban Growth boundary with an appropriate form of infill development at the rear of an existing detached dwelling lot;

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

10. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List dated December 18, 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.

Motion Passed

11. (5.2) Green Development Standards

Motion made by: S. Lewis

That the following actions be taken with respect to the Site Plan Control By-law and/or Zoning By-law:

- a) the Civic Administration BE DIRECTED to update by Q3 2024 the Site Plan Control By-law and/or Zoning By-law to include the following requirements:
 - i) 5% of the required parking spaces for buildings over 40 units be roughed in for EV charging;
 - ii) minimum 50% native species for landscaping, with no invasive species planted should be considered during plant selection criteria, and for staff to create a preferred list; and,
 - iii) short-term bicycle parking requirement at a rate of 0.1 space / unit for townhouse developments. Where feasible, bicycle parking should be centrally located to serve all units;
- b) the Civic Administration BE DIRECTED to include CSA A460 (bird friendly) standard in all city facilities building design standards;
- c) the CSA A460 standard BE USED as a reference by staff in building design and construction;
- d) the Civic Administration BE DIRECTED to review the legislative framework and municipal best practices to adopt a by-

law through section 97.1 of the Municipal Act to implement sustainable building construction features, including but not limited to, energy efficiency, water conservation and green roofs, and report back to Council with options and recommendations, including identifying any required Official Plan, Zoning By-law and Site Plan Control Bylaw amendments; and,

e) the Civic Administration BE DIRECTED to report back to Council within Q3 2024 with a short update regarding the scope and timeline of the Green Development Guidelines and Green Parking Lot Guidelines, and the above items;

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

- a communication dated January 9, 2024 from Ward 11 Councillor S. Franke and Deputy Mayor and Ward 2 Councillor;
- a communication dated January 4, 2024, from B. Morrison and M.A. Hodge, Climate Action London;
- a request for delegation status dated January 7, 2024, from M.A. Hodge, Climate Action London;
- a communication dated January 5, 2024, from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee and Coordinator, Bird Friendly London;
- a communication dated January 6, 2024, from T. and L. Nielsen, E. Power, N. Kuchmij, M.B. Blokker, J. Mazur, T. Bell, S. Miller, R. Kanu and L. Miller;
- a communication from J. Zaifman, CEO, London Home Builders' Association;
- a communication and a request for delegation status dated January 7, 2024, from L. Blumer;
- a communication dated January 8, 2024, from L. Derikx, Interim Executive Director, London Environmental Network; and,
- a communication dated January 8, 2024, from R. St. Pierre;

it being noted that the Planning and Environment Committee heard verbal presentations from M.A. Hodge, Climate Action London, L. Blumer and M. Wallace, London Development Institute, with respect to these matters;

it being noted that staff are encouraged to engage industry partners, utility companies and other relevant partners throughout this process.

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

Nays: (1): S. Stevenson

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 1)

At 3:35 PM, Councillor P. Van Meerbergen leaves the meeting.
At 3:36 PM, Councillor P. Van Meerbergen joins the meeting.

9. Added Reports

9.1 2nd Report of Council in Closed Session

Motion made by: C. Rahman

That clauses 1 and 5 of the 2nd Report of the Council, In Closed Session 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: C. Rahman

That clauses 2, 3, and 4 of the 2nd Report of the Council, In Closed Session BE APPROVED.

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

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

Motion Passed (13 to 2)

Motion made by: C. Rahman

That clause 6 of the 2nd Report of the Council, In Closed Session BE APPROVED.

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

Recuse: (1): S. Franke

Motion Passed (14 to 0)

That clauses 1-6 of the 2nd Report of the Council, In Closed Session, read as follows:

1. Lease and Contribution Agreement – City and HL General Partner Inc. – Telecommunications Equipment – 300-320 King Street

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of Deputy City Manager, Enterprise Supports, and the concurrence of Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the Lease and Contribution Agreement for the lease of lands for the installation of new City of London telecommunications equipment located at 300-320 King Street, the Lease and Contribution Agreement between the City (the “Tenant”) and HL General Partner Inc. (the “Landlord”) attached as Appendix “A”, for the lease in respect of the Tenant’s right to construct, maintain, and operate of telecommunications infrastructure on a portion of the Lands (the “Building”) located at 300-320 King Street, for a term of approximately Ninety Nine (99) years commencing on the earlier of (i) the 2nd anniversary of the issuance of the building permit for the Building; or (ii) the first of the 4th month following completion of the Building shell, as determined by the professional engineer engaged by the Landlord for construction of the Building and terminating on May 31, 2123 (the “Expiry Date”) BE APPROVED, subject to renewal options.

2. Partial Property Acquisition – 1453, 1455 and 1457 Oxford Street East – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a partial acquisition of the properties located at 1453, 1455, 1457 Oxford Street East, further described as Parts 28, 29 and 31, Part of Lots 4 and 5, Plan 703, in the City of London, being part of PIN 08106-0015, PIN 08106-0016 and PIN 08106-0017, containing an area of approximately 879.69, 1373.08, and 1274.38 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the offer submitted by Paul-Marc Champagne (the Vendor), to sell the subject properties to the City, for the sum of \$310,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

3. Partial Property Acquisition – 1459 Oxford Street East – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a partial acquisition of the property located at 1459 Oxford Street East, further described as Part 27, Lot 68, Plan 19(C), in the City of London, being part of PIN 08106-0022, containing an area of approximately 1,199 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the offer submitted by Red Maple Properties Inc. (the Vendor), to sell the subject property to the City, for the sum of \$106,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

4. Settlement Agreement – 847 Highbury Avenue North – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the property located at 847 Highbury Avenue North, further described as Part Lot 9, Concession 1, in the City of London, being part of PIN 08290-0220, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the Agreement as to Compensation and Possession from 847 Highbury Inc. to settle the outstanding expropriation compensation to the property owner, for the total sum of \$250,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

5. Partial Property Acquisition – 2154 Richmond Street – Sunningdale Road Improvements Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on

the advice of the Director, Realty Services, with respect to the partial acquisition of a portion of property from 2154 Richmond Street, further described as Part of Lot 16, Concession 6 (Geographic Township of London) in the City of London, County of Middlesex, Designated as Part 2,3,4 and 5, Reference Plan 33R-21696, being Part of PIN 08145-0152, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix “C”, submitted by Drewlo Holdings (the “Vendor”), to sell the subject property to the City, for the sum of \$504,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement, including a Temporary Easement Agreement, for a term of one year, for the sum of \$50,000.00, with the option to extend the term up to two times, each for a period of one year, for an additional total sum of \$50,000.00; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

6. Property Acquisition – 2835 Westminster Drive – Westminster Central Public School – London Police Service Operations

That, on the recommendation of the Deputy City Manager, Finance Supports, along with a resolution of the London Police Service Board, and on the advice of the Director, Realty Services, with respect to the surplus school property owned by the Thames Valley District School Board, located at 2835 Westminster Drive, legally described as Part Lot 15, Concession 5, as in 224251, subject to 124380 , 224251, in the City of London, formerly the geographic Township of Westminster, County of Middlesex, being all of PIN 08203-0010 (LT) (the “Property”), as shown on the location map attached as Appendix “B”, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix “C”, submitted by Thames Valley District School Board (the “Vendor”), to sell the subject property to the City, for the sum of \$2,300,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement;
- b) the Amending Agreement, attached as Appendix “D” BE ACCEPTED; and
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

That progress was made with respect to items 4.7 and 4.8, as noted on the public agenda (6.7/2/CSC) and (6.8/2/CSC).

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.19 to Bill No. 38 and Added Bill No.’s 39 and 43, excluding Bill No. 31, 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. 19 to Bill No. 38 and Added Bill No.'s 39 and 43, excluding Bill No. 31, 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. Lehman
Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No. 19 to Bill No. 38 and Added Bill No.'s 39 and 43, excluding Bill No. 31, 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: P. Cuddy
Seconded by: H. McAlister

That Introduction and First Reading of Bill No.31 and Added Bill No's. 40 to Bill No. 42, BE APPROVED.

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

Nays: (3): S. Stevenson, S. Trosow, and P. Van Meerbergen

Motion Passed (12 to 3)

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

That Second Reading of Bill No.31 and Added Bill No.'s 40 to Bill No. 42, BE APPROVED.

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

Nays: (3): S. Stevenson, S. Trosow, and P. Van Meerbergen

Motion Passed (12 to 3)

Motion made by: P. Cuddy
Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.31 and Added Bill No.'s 40 to Bill No. 42, BE APPROVED.

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

Nays: (3): S. Stevenson, S. Trosow, and P. Van Meerbergen

Motion Passed (12 to 3)

Motion made by: P. Cuddy

Seconded by: D. Ferreira

That Introduction and First Reading of Added Bill No. 44, BE APPROVED.

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

Recuse: (1): S. Franke

Motion Passed (14 to 0)

Motion made by: S. Stevenson

Seconded by: H. McAlister

That Second Reading of Added Bill No. 44, BE APPROVED.

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

Recuse: (1): S. Franke

Motion Passed (14 to 0)

Motion made by: S. Lehman

Seconded by: H. McAlister

That Third Reading and Enactment of Added Bill No. 44, BE APPROVED.

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

Recuse: (1): S. Franke

Motion Passed (14 to 0)

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

Bill No. 19	By-law No. A.-8445-13 - A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of January, 2024. (City Clerk)
Bill No. 20	By-law No. A.-8446-14 - A by-law to appoint Evelina Skalski as Deputy Clerk. (City Clerk)
Bill No. 21	By-law No. A.-8447-15 - A by-law to appoint deputies to the City Clerk. (City Clerk)
Bill No. 22	By-law No. A.-8448-16 - A by-law to raise the amount required for the purposes of the Argyle Business Improvement Association Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001. (2.1d/2/CSC)
Bill No. 23	By-law No. A.-8449-17 - A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001 (2.2d/2/CSC)
Bill No. 24	By-law No. A.-8450-18 - A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Association Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001 (2.3d/2/CSC)
Bill No. 25	By-law No. A.-8451-19 - A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001. (2.4d/2/CSC)
Bill No. 26	By-law No. A.-8452-20 - A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001 (2.5d/2/CSC)
Bill No. 27	By-law No. A.-8453-21 - A by-law to approve an Amending Agreement between The Corporation of the City of London and Brightly Software Canada Inc. to provide for the ongoing license and support fees for the Corporate Asset Management Computer System. (2.6/2/CSC)
Bill No. 28	By-law No. A.-8454-22 - A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-8287-224 entitled "A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990". (2.3/2/CWC)
Bill No. 29	By-law No. A.-8455-23 - A by-law to approve a Service Agreement for case management software between The Corporation of the City of London and ESCASES INC. (2.2/2/CPSC)
Bill No. 30	By-law No. C.P.-1512(cp)-24 - A by-law to amend the Official Plan the City of London, 2016 relating to 3055 Dingman Drive/Roxburgh Road and 4313 Wellington Road South. (3.6a/2/PEC)
Bill No. 31	By-law No. W.-5689(a)-25 - A by-law to amend by-law No. W.-5689-65, entitled, "A by-law to authorize Project RT1430-1B – Wellington Gateway – Land Rapid Transit." (Manager, Financial Planning and Policy)

Bill No. 32	By-law No. WM-12-24021 - A by-law to amend the Municipal Waste & Resources Collection By-law WM-12. (2.4/2/CWC)
Bill No. 33	By-law No. Z.-1-243170 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1544 Dundas Street. (3.1/2/PEC)
Bill No. 34	By-law No. Z.-1-243171 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1982 Commissioners Road East. (3.3/2/PEC)
Bill No. 35	By-law No. Z.-1-243172 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 150 King Edward Avenue. (3.4/2/PEC)
Bill No. 36	By-law No. Z.-1-243173 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3810-3814 Colonel Talbot Road. (3.5b/2/PEC)
Bill No. 37	By-law No. Z.-1-243174 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3055 Dingman Drive/Roxburgh Road & 4313 Wellington Road South. (3.6b/2/PEC)
Bill No. 38	By-law No. Z.-1-243175 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3637 Colonel Talbot Road. (3.7a/2/PEC)
Bill No. 39	By-law No. A.-8456-26 - A by-law to authorize and approve a Lease and Contribution Agreement between The Corporation of the City of London and HL General Partner Inc., for the lease in respect of the Tenant's right to construct, maintain, and operate of telecommunications infrastructure on a portion of the Lands (the "Building") located at 300-320 King Street. (6.1/2/CSC)
Bill No. 40	By-law No. A.-8457-27 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Paul-Marc Champagne, for the partial acquisition of the property located at 1453, 1455, 1457 Oxford Street East, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/2/CSC)
Bill No. 41	By-law No. A.-8458-28 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Red Maple Properties Inc., for the partial acquisition of the property located at 1459 Oxford Street East, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/2/CSC)
Bill No. 42	By-law No. A.-8459-29 - A by-law to authorize and approve an Agreement as to Compensation and Possession between The Corporation of the City of London and 847 Highbury Inc., for the properties rights expropriated from the property at 847 Highbury Avenue North, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/2/CSC)

Bill No. 43	By-law No. A.-8460-30 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Drewlo Holdings for the acquisition of a portion of the property located at 2154 Richmond Street, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/2/CSC)
Bill No. 44	By-law No. A.-8461-31 - A by-law to authorize and approve an Agreement of Purchase and Sale and an Amending Agreement between The Corporation of the City of London and Thames Valley District School Board, for the acquisition of property located at 2835 Westminster Drive, in the City of London, for the London Police Operations, and to authorize the Mayor and the City Clerk to execute the Agreements. (6.6/2/CSC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:36 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Lease and Contribution Agreement

LEASE AND CONTRIBUTION AGREEMENT

THIS AGREEMENT made this 5th day of December 2023.

BETWEEN:

HL GENERAL PARTNER INC.

(the "**Landlord**")

and

THE CORPORATION OF THE CITY OF LONDON

(the "**Tenant**")

WHEREAS:

A. The Landlord is the owner of the lands known municipally as 300-320 King Street, more particularly described as Part of Lot 4 and all of Lot 5, Crown Plan 30; London being part of PIN 08318-0046 (LT) located in the County of Middlesex, City of London, Province of Ontario (the "Lands");

B. The Tenant is a municipality providing telecommunication services within the City of London exclusive for the Tenant's needs and requirements;

C. The Landlord is in the process of applying for municipal approvals to permit the construction of a multi-storey building on the Lands (the "**Building**") and, as a condition of said approvals, the Tenant requires infrastructure to be installed on the roof of the Building to preserve the signal path for the City's existing telecommunications networks;

D. The Landlord and the Tenant have agreed to enter into this Agreement to provide for the construction, maintenance and operation of telecommunications infrastructure on a portion of the Lands, including the Landlord's contribution to the costs of said works;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter provided and set out and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Grant**

- a. **Leased Premises:** The Landlord doth demise and lease unto the Tenant, its successors and assigns, the Leased Premises, as outlined in red and shown in the attached Schedule "A" (the "**Leased Premises**").
- b. The Lease Premises shall be used for the installation, operation, maintenance, repair and replacement of telecommunication equipment including a telecommunications tower(s), antenna(s), microwave pole(s), microwaves, computer equipment, repeaters, ice guards, and other appurtenant and ancillary equipment deemed necessary by the Tenant (the "**Asset**") together with the right to install servicing wires, racking, cabinets, fibre optic line(s), and cables related to the operation of the Asset inside the Building to connection points as reasonably required (the "**Wiring**") on the Land for the Tenant's sole and exclusive use (collectively the "**Tenant's Equipment**").
- c. The Landlord hereby grants to the Tenant, its successors and assigns, and its and their servants, agents, work people, contractors, access at all times to those parts of the Building and Lands, including the stairwells, roof area and common areas, as required by the Tenant to install and maintain the Tenant's Equipment and access the Leased Premises.
- d. If the Tenant performs its obligations under this Agreement, it may hold and use the Leased Premises without interference by the Landlord or any other person claiming by, through or under the Landlord, subject however to the covenants, terms and conditions of this Agreement. Notwithstanding the foregoing, the Landlord, or its employees or contractors, may enter and access the Leased Premises without prior notice to the Tenant for the purposes of undertaking normal operations, repairs, maintenance, and replacements of the Building which may include but not be limited to services for

mechanical, security, automation controls, plumbing, electrical, HVAC, utilities, and other services as required.

- e. It is agreed to by both parties that the Tenant's Equipment will be 100% owned and operated by the Tenant for the Tenant's exclusive use.

2. Term and Fee

- a. The term of this Agreement (the "**Term**") shall be for a period of approximately Ninety-Nine (99) Years, commencing on the earlier of:
- i. the 2nd year anniversary of the issuance of the building permit for the Building; or
 - ii. the first day of the 4th month following completion of the Building Shell, as determined by the professional engineer engaged by the Landlord for construction of the Building;

(the "**Commencement Date**") and terminating May 31, 2122 (the "**Expiry Date**"), subject to the renewal option contained in Section 2(e) below. For the purposes of this clause, the term "**Building Shell**" shall mean the building envelope consisting of the foundation, floors, structural framework, roof and roof systems, exterior walls, windows, and doors.

- b. The Tenant shall pay to the Landlord throughout the Term a lease rate (the "**Basic Fee**") of Five Dollars (\$5.00) per annum, being a net lease fee. Such Basic Fee shall be paid in advance, plus applicable taxes, without any deduction, abatement or set off and without demand on the first day or each anniversary year commencing from the Commencement Date.
- c. In addition to the Basic Fee, the Tenant shall pay the cost of the proportionate share of hydro used or consumed by the Tenant in respect of the Tenant's Equipment. The Landlord shall install a separate meter, at the Landlord's cost, for hydro used or consumed exclusively by the Tenant within the Leased Premises. All additional utilities required to service the Leased Premises shall be the sole responsibility of the Landlord, save and except internet services for the Tenant's Equipment. The Tenant shall install wiring for the purposes of providing separate and independent internet access to the Tenant's Equipment which shall form part of the Wiring.
- d. Except as required in this Section 2, the Tenant shall not be responsible to pay any further charges or fees in relation to the lease of the Leased Premises, including but not limited to additional utilities, common area expenses, property taxes or maintenance, repair, or other fees.
- e. **Option to Renew:** Provided the Tenant is not in default under this Agreement and the Tenant has provided not more than twelve (12) months and at least six (6) months written notice to the Landlord, then the Tenant shall have the right to renew this Agreement indefinitely for increments of five (5) years each (the "**Renewal Term**") upon the same terms and conditions herein except that the Basic Fee as part of any future Renewal Term shall be determined by the Landlord using a qualified Accredited Appraiser Canadian Institute (AACI) appraiser and using commercially acceptable principles for rental analysis for telecom users and lease principles. The valuation date for the appraisal shall be the date notice of renewal is provided by the Tenant for each Renewal Term and any costs of the appraisal will be the responsibility of the Landlord. Where the parties are unable to agree on the Basic Fee payable during the Renewal Term on or before the date that is sixty (60) days prior to the expiration of the Term the resolution of the issue shall be immediately referred to arbitration in accordance with Section 6 below.
- f. **Option for Early Termination of License Agreement – End of Tenant's Operational Needs:** During the initial Term of this agreement, if the Tenant no longer requires the Asset and Wiring for its operational needs to operate the Tenant's Equipment, then this lease agreement may be terminated by the Tenant upon sixty (60) days' written notice to the Landlord. The Tenant agrees to remove all of the Tenant's Equipment, except for any ducts used for Wiring, within one (1) year of providing the termination notice herein (the "Removal").

In the event the Removal is not completed within the specified time period above, all or any part of the Tenant's Equipment belonging to the Tenant, shall, if the Landlord so elects, be deemed abandoned and become the property of the Landlord without

Appendix A – Lease and Contribution Agreement Cont'd

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compensation to the Tenant. If the Landlord shall not so elect, the Landlord may remove the Tenant's Equipment from the Leased Premises and charge the Tenant for all costs with the Removal. The Tenant shall save the Landlord harmless from all damage caused by such Removal. This condition shall survive beyond the length of the agreement herein or other agreement granted thereof.

3. Terms and Conditions of Use

- a. The Tenant shall install the Tenant's Equipment. The location, size, compatibility, design, colour, material, type and method of installation of the Tenant's Equipment and the plans and specifications related thereto, shall be subject to the prior written approval of the Landlord acting reasonably in accordance with standard municipal approvals. All work shall be subject to the reasonable supervision of the Landlord or its agents or contractors, and all access to the Leased Premises shall be during normal business hours only.
- b. The Landlord agrees that a mechanical room shall be located on the top floor of the Building, more particularly described in Schedule "B" (the "**Mechanical Room**"). With respect to the Mechanical Room, the Landlord and Tenant agree as follows:
 - i. The Landlord agrees and shall provide the Tenant with access to a locked and secure portion of the Mechanical Room (the "**Secured Portion**") for the duration of the Term and extensions thereof for the purposes of operating the Tenant's Equipment. The dimensions of the Secured Portion shall be mutually agreed upon by the Landlord and Tenant, acting reasonably.
 - ii. The Landlord agrees, at the Landlord cost, to partition the Secured Portion from the remainder of the Mechanical Room in order to provide the Tenant with exclusive use to the Secured Portion. The partitioned Secured Portion shall form part of the Leased Premises, and the Tenant shall be permitted to control entry and prohibit access to the Secured Portion from other uses within the Mechanical Room. The Landlord shall provide the Tenant with unrestricted access to the Mechanical Room for the sole purpose of accessing the Secured Portion.
 - iii. The Mechanical Room shall be equipped to provide appropriate HVAC for ventilation, heat, hydro, and fire safety systems, at the Landlord's cost, to the Secured Portion.
 - iv. Notwithstanding clause 1d above, the Landlord may access the Secured Portion, for the purposes of performing maintenance and repairs to the systems of the Building, upon providing the Tenant with no less than seventy-two (72) hours' prior written notice. The Tenant is permitted to have a representative be present during any work undertaken by the Landlord's contractors in the Secured Portion.
- c. The Landlord agrees to provide the Tenant the one-time total amount of Three Hundred Thousand Dollars CDN (\$300,000.00), inclusive of all taxes, payable prior to building permit issuance for the Building, to be contributed towards the construction, operation and maintenance of the Tenant's Equipment as follows (the "**Landlord Contribution**").
 - i. All costs related to the engineering, design, testing, procurement, construction, and installation costs of the Tenant's Equipment within the Leased Premises which may include any and all costs associated with the modifications, temporary or permanent, necessary for the Tenant's Equipment, including any fibre optic line(s) connections within the Leased Premises and other current Tenant location(s).

Both parties agree that there is no reimbursement eligibility for the amount allocated for the Landlord Contribution amount specified herein.

- d. Notwithstanding the above, the Landlord will install on the roof top a shared and appropriate Back-Up Generator, owned and operated by the Landlord, as part of the overall condition of this Agreement. The Tenant hereby has a non-exclusive right to connect to the Back-Up Generator. The Back-Up Generator shall be installed by the Landlord (the "**In-Service Date**") within Twelve Months (12) months of the earlier of (a) the Building being fully built and operational by the Landlord, or (b) mutual agreement between the Landlord and Tenant on the fuel source type and design of the Back-Up generator. Further repairs and replacements of the Back-Up Generator and associated equipment are at the sole cost and expense of the Landlord.

- e. The Tenant, at its sole cost and expense, agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction. The Tenant also agrees to comply with the building rules by the Landlord as adopted and amended by the Landlord from time to time, and will cause its agents, employees, invitees and visitors to do so. Notwithstanding the above, the Landlord agrees that access to the Leased Premises shall not be restricted at any time during an emergency.
- f. The Landlord agrees to provide the Tenant or its agents, employees, invitees, and visitors temporary free parking during any short-term period for the duration of the Term which is in direct connection with the Tenant's Equipment and terms and conditions granted in this Agreement.
- g. The Tenant agrees to provide the Landlord written notice of any future enhancements, modifications, and changes to the Tenant's Asset, Wiring, and Tenant's Equipment. Both parties agree that the Tenant's Equipment may periodically change from time to time during the Term and extensions thereof. The Tenant further agrees to ensure the following (a) any and all work in connection with the Tenant's Asset, Wiring, and Tenant's Equipment undertaken by the Tenant will be performed in a manner to minimize disruption to the Landlord's business, and to any tenants or occupants in the Building, as much as reasonably possible; (b) any changes being made by the Tenant that have a reasonable likelihood to impact the building systems shall require appropriate supervision or inspection by the Landlord during installation; and (c) Any damage caused by the Tenant to the Building during any repairs or replacement of the Tenant's Asset, Wiring, and Tenant's Equipment, shall be repaired by the Tenant at their sole cost and to the satisfaction of the Landlord, acting reasonably.
- h. If the presence and operation of new or additional equipment installed by another telecom service provider (Bell, Rogers, Telus etc.) with the permission of the Landlord interferes with the business or operation of the Tenant's Equipment, then the Landlord shall ensure the party with the interfering equipment shall, within five (5) days after the Landlord's receipt of a request from the Tenant, correct such interference as soon as possible but not more than five (5) days after receiving written notice of such interference. In the event it is not feasible to correct such interference within the five (5) days, the Landlord shall provide periodic updates to the Tenant as to the status of the efforts to correct such interference. If the party is not able to rectify the problem at the original location but is able to rectify the problem by moving its equipment to another available location on the Lands, the Landlord will be required to direct the party with the interfering equipment to relocate the interfering equipment without any costs borne by the Tenant. Notwithstanding the provision herein, the Landlord agrees to provide the Tenant Sixty (60) calendar day notice of any new equipment being installed by telecom service provider(s) in the Building.
- i. The Tenant agrees to maintain the Tenant's Equipment in a clean, attractive condition and in good repair and will not commit or allow any waste to be committed within any portion of the Leased Premises.
- j. The Landlord agrees to provide reasonable security at all times during the Term of this Agreement such as card access, cameras, security monitoring, and alarm systems to protect the overall safety and integrity of the Leased Premises which includes the Tenant's Equipment.

4. Insurance and Liability

- a. Each party shall obtain and maintain appropriate insurance policies suitable for a corporation of its size covering the assets located on the premise under the corporate insurance policies of the party owning the assets.
- b. The Tenant shall prepare and maintain an itemized list of assets, and shall clearly label the assets, that are located on the Leased Premises for the purposes of ownership, maintenance, and insurance coverage. Estimated replacement value at the effective date of this Agreement: \$635,000.00.
- c. Each party hereby further agrees to obtain and maintain at its own expense:
 - 1. general liability insurance and property damage insurance, including personal liability, contractual liability and owners' and contractors' protective insurance in a limit not less than \$10,000,000.00, and

- d. Each party shall indemnify, defend and hold harmless the other from and against any and all third-party claims, demands, lawsuits, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, related to or arising out of the exercise of any rights conferred under this Agreement.
- e. Each party agrees to promptly notify the other of any such third-party claims, and to reasonably cooperate with the defense and settlement of any such claim.
- f. The Tenant releases, and shall indemnify and save harmless the Landlord and its their respective servants, agents, officers, employees and others for whom they are in law responsible, from and against all actions, suits, claims, damages, expenses, costs and liabilities arising out of or as a result of:
 - a) any damage to or destruction or loss of the Tenant's Equipment, Asset, and Wiring or other property of the Tenant or others installed or kept by the Tenant at or relating to the Leased Premises; or
 - b) any sickness, disease, injury, death, damages for personal discomfort or illness, or consequential injury or damage (including, without limitation, loss of business income or profits), sustained by the Tenant or any customers of the Tenant, or any of their respective servants, agents, officers, employees, customers or others for whom they are in law responsible, resulting from any damage to, destruction of, or interference with the operation of the Asset, Tenant's Equipment or Wiring;

except to the extent contributed to or caused by the act, omission or negligence of the Landlord, their respective servants, agents, officers, employees, for whom they are in law responsible.

5. Restrictions on Assignment

- a. The Tenant shall not assign any rights under this Agreement in whole or in part, or enter into any sublicense or otherwise permit any other party to occupy the Leased Premises or any part thereof except with the prior written consent of the Landlord, which consent may not be unreasonably or arbitrarily withheld, provided that if the Landlord grants its consent, such subtenant shall enter into an agreement with the Landlord assuming all of the obligations of the Tenant herein.
- b. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding on the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
- c. Notwithstanding any assignment by the Tenant permitted herein, the Tenant shall not be released from performing any of the terms of this Agreement.

6. Dispute Resolution

Any dispute or controversy arising under or in connection with this Agreement shall be settled by arbitration upon the demand of either party under the following terms:

- a. The hearing shall be conducted by a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration;
- b. The seat of the arbitration shall be in London, Ontario and the arbitration shall be governed by the laws of the Province of Ontario, in accordance with the *Arbitration Act, 1991, S.O. 1991, c. 17*, as amended and the terms of this Agreement;
- c. The award and determination of the arbitrator(s) or any two of the three arbitrators shall be final and binding upon the parties and their respective heirs, executors, administrators, and assigns from which there shall be no right of appeal; and
- d. The parties will each be responsible for their own arbitration costs.

In the event of a default by the Tenant by failing to perform a term or condition under this Agreement and such default having not been cured within sixty (60) days after notice in writing of such default, the Landlord shall request an arbitration hearing in accordance with

Appendix A – Lease and Contribution Agreement Cont'd

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Section 6 prior to commencing any legal proceedings to commencing any other enforcement action.

7. Notices

- a. Any notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile, registered mail or courier, and addressed or sent as specified below:

i. If to the Landlord:

HL General Partner Inc. C/O Holloway Lodging Corporation
Attn: John Griffin
Director, Strategic Projects & Initiatives
145 Hobsons Lake Drive, Suite 106,
Halifax, NS, B3S 0H9
(Cell) 902-401-0374
(Email) jgriffin@hlmanagement.ca

ii. If to the Tenant:

The Corporation of the City of London
Attn: Realty Services
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9
General Phone Number: 519-661-5442
Fax: 519-661-5087
Email: realtyservices@london.ca

- b. Either party may change its address or particulars for the purposes of the receipt of any notices in connection with this Agreement by giving notice in the same manner as provided in this Section 7.
- c. Any notice given in accordance with the above requirements shall be deemed to have been given: (i) if mailed, on the fifth day following the date of such mailing, or (ii) if delivered personally, by courier or by fax, on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a business day (and, if after 5:00 p.m. or if any such day is not a business day, then it shall be deemed to have been delivered on the next business day). Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any notice shall be delivered personally, by courier or by fax. For the purposes of this clause, "business day" means any day other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Province of Ontario are not open for business.

8. Miscellaneous

- a. Unless the context otherwise requires words importing the singular in number only shall include the plural and *vice versa*; words importing the use of gender shall include the masculine, feminine and neuter genders; and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- b. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
- c. The Tenant may, at its option, register a notice of this Agreement on title to the Lands in the applicable land registry or land titles office. Upon expiry or termination of this Agreement, the Tenant shall forthwith remove or discharge from registration the notice of this Agreement at their expense. The Landlord and Tenant will cooperate with one another to facilitate such registration and removal of the notice, and to execute all documentation required for such purpose.
- d. No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will

constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

- e. Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.
- f. Within thirty (30) days of the commencement of the Term, the Landlord shall remit on behalf of the Tenant any land transfer tax payable to the Ministry of Finance as a consequence of this lease of land and provide to the Tenant proof thereof as soon as practicable thereafter.
- g. Time, in all respects, shall remain of the essence provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by both of the parties or their respective solicitors, who are hereby expressly appointed for that purpose. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement. This Agreement shall be interpreted according to and governed by the laws having jurisdiction in the Province of Ontario.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Appendix A – Lease and Contribution Agreement Cont'd

IN WITNESS WHEREOF the parties have executed this Agreement.

LANDLORD:

HL GENERAL PARTNER INC.

Per: 
Name: *Tom Casey*
Title: *Co-President + CFO*

I have authority to bind the corporation

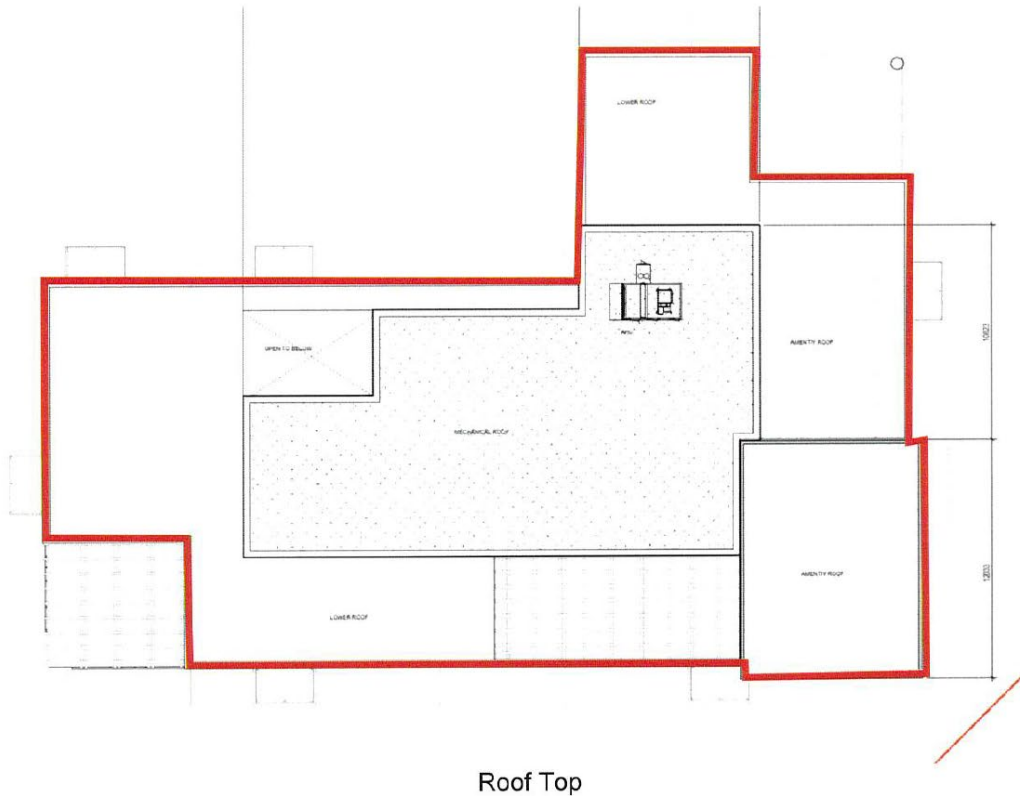
TENANT:

THE CORPORATION OF THE CITY OF LONDON

Per:
Name: Josh Morgan
Title: Mayor

Per:
Name: Michael Schulthess
Title: City Clerk

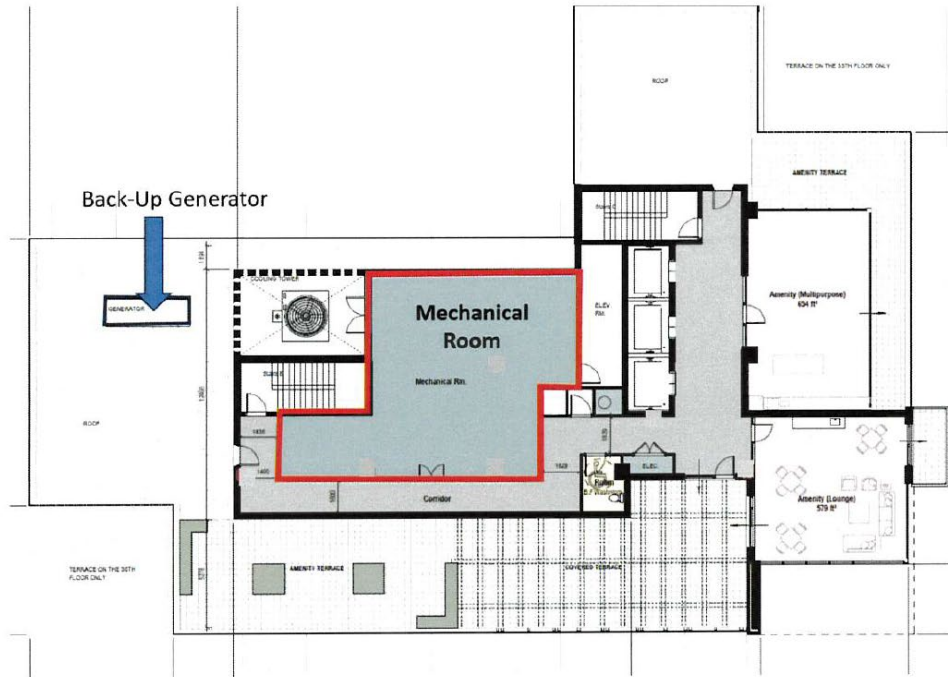
**SCHEDULE "A"
LEASED PREMISES**



SCHEDULE "B"

MECHANICAL ROOM

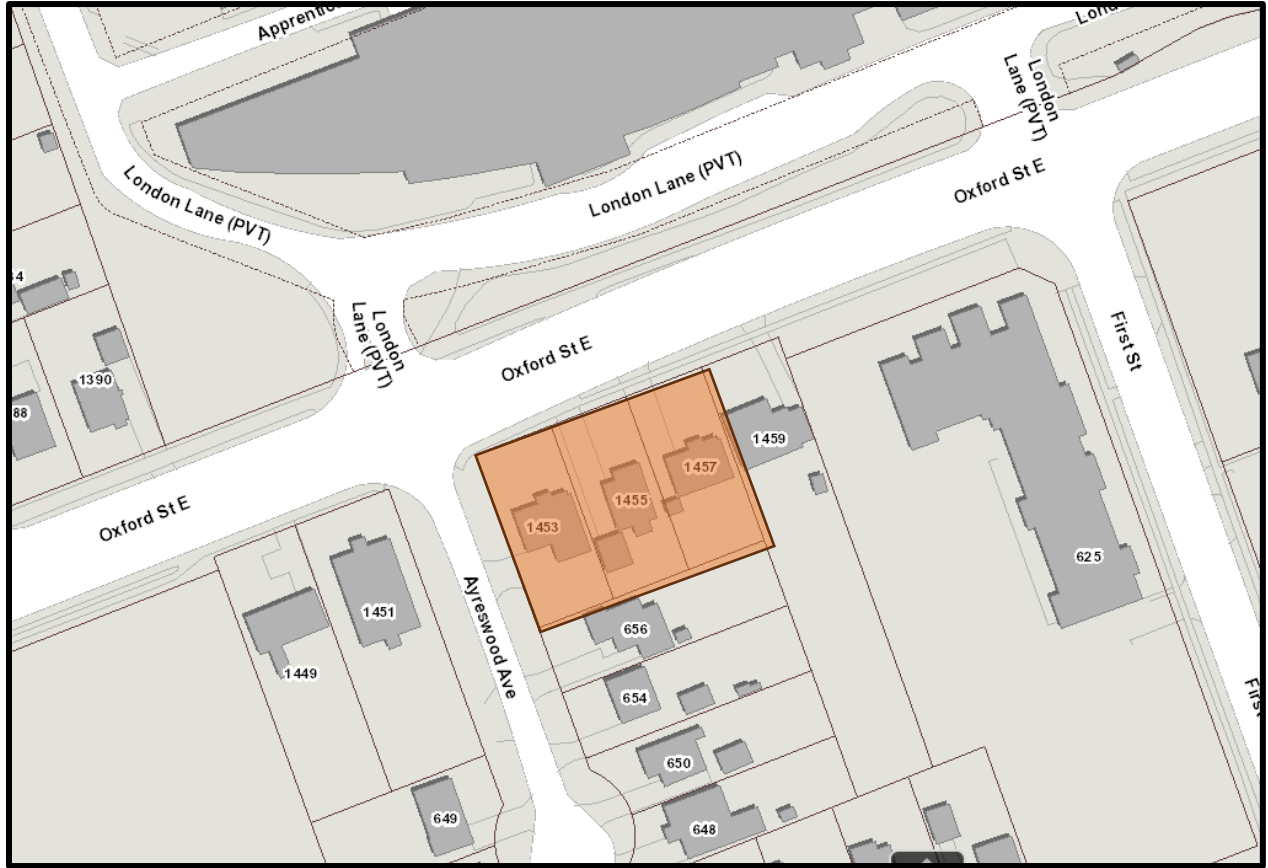
The Mechanical Room shall be located on the top floor of the Building, being about Level 35. The boundaries of the Mechanical Room, more or less, are traced in Red below:



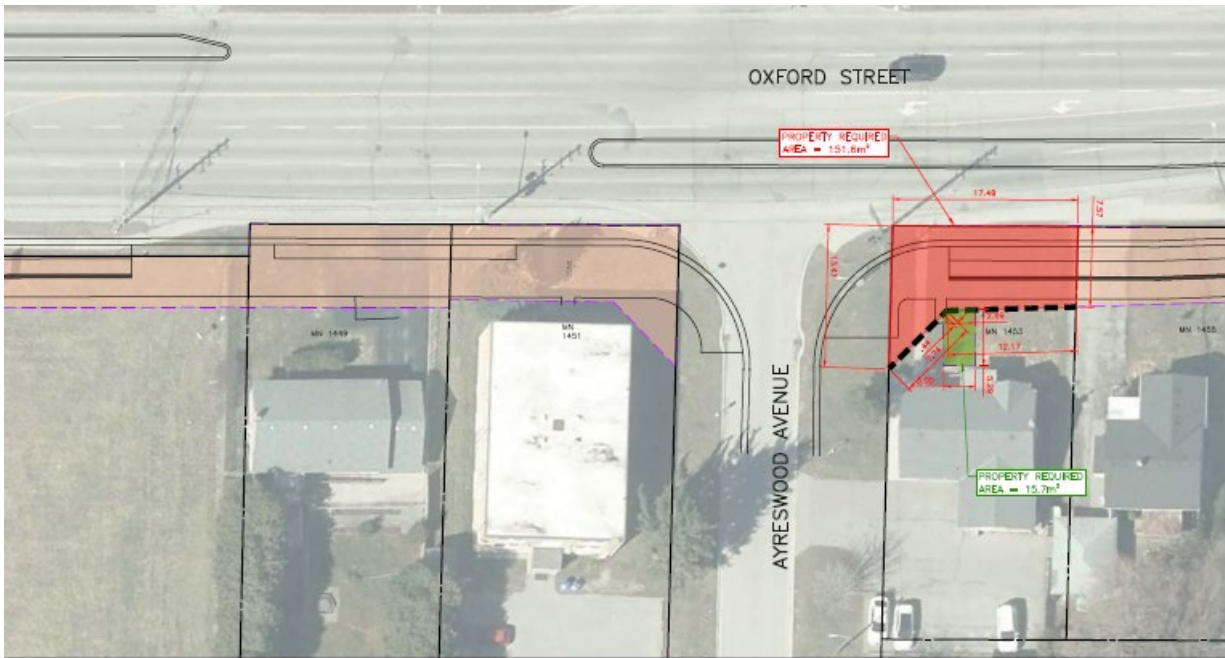
Appendix B – Location Map

1453, 1455, 1457
Oxford St E

Parent Parcels



Subject Property – 1453 Oxford

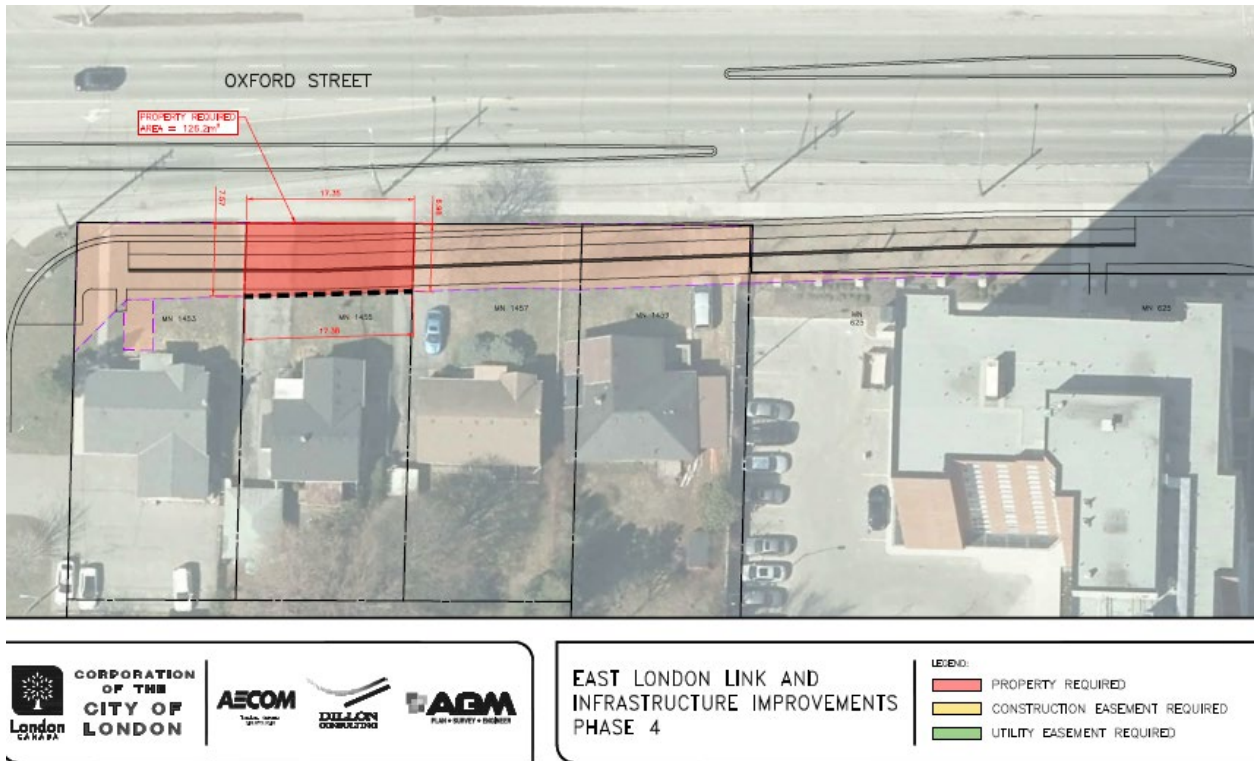


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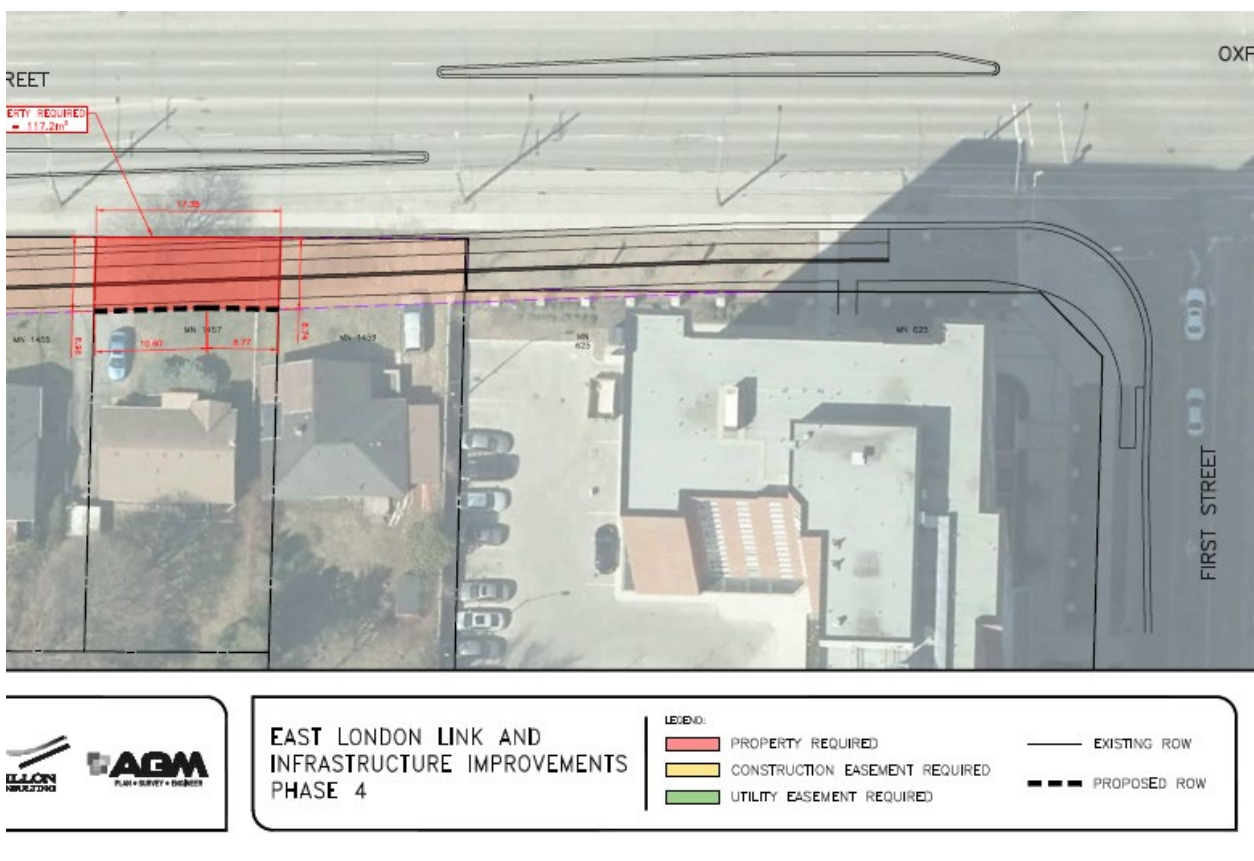
LEGEND:			
■	PROPERTY REQUIRED		EXISTING ROW
■	CONSTRUCTION EASEMENT REQUIRED		PROPOSED ROW
■	UTILITY EASEMENT REQUIRED		

PROPERTY REQUIREMENTS 1453 OXFORD STREET			PROJECT:
PIN	LEGAL	OWNER	60841891
030 250 09100 0000	1453 Oxford St E PLAN 703 LOT 3 E/S AYRESWOOD	CHAMPAGNE PAUL-MARC 75 FAIRHOUSE RD LONDON ON N5Y 5M4	DATE: SEPTEMBER 2022 REVISION: 1
			SHEET No: PR-PH4-01453

Subject Property 1455 Oxford



Subject Property 1457 Oxford



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

- PURCHASER:** THE CORPORATION OF THE CITY OF LONDON
- VENDOR:** PAUL-MARC CHAMPAGNE
- REAL PROPERTY:**
- Address 1453,1455,1457 Oxford Street East, London, Ontario N5V 1W4
- Location Along Oxford Street E., East of Ayreswood Ave., West of First Street
- Approximate Measurements Frontage: 52.12 m. (171 ft)
Area: 327.68 m² (3527.15 ft²)
Shape: Irregular
- Legal Description: PART OF LOTS 3, 4 & 5, PLAN 703, LONDON/LONDON TOWNSHIP being PART OF PIN 08106-0015(LT), 08106-0016(LT) & 08106-0017(LT) as shown in Schedule "A" attached hereto and more particularly described as parts 28, 29, 31 on RP 703. (the "Property")
- 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.
 - SALE PRICE:** The purchase price shall be THREE HUNDRED AND TEN THOUSAND DOLLARS (\$310,000.00) payable as follows:
 - a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
 - 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.
 - SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - 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 January 26th, 2024, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
 - TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on February 23rd, 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.
 - COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on March 8th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
 - NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
 - 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.
 - 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.
 - TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection

going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes.

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.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

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

SIGNED, SEALED AND DELIVERED
In the Presence of

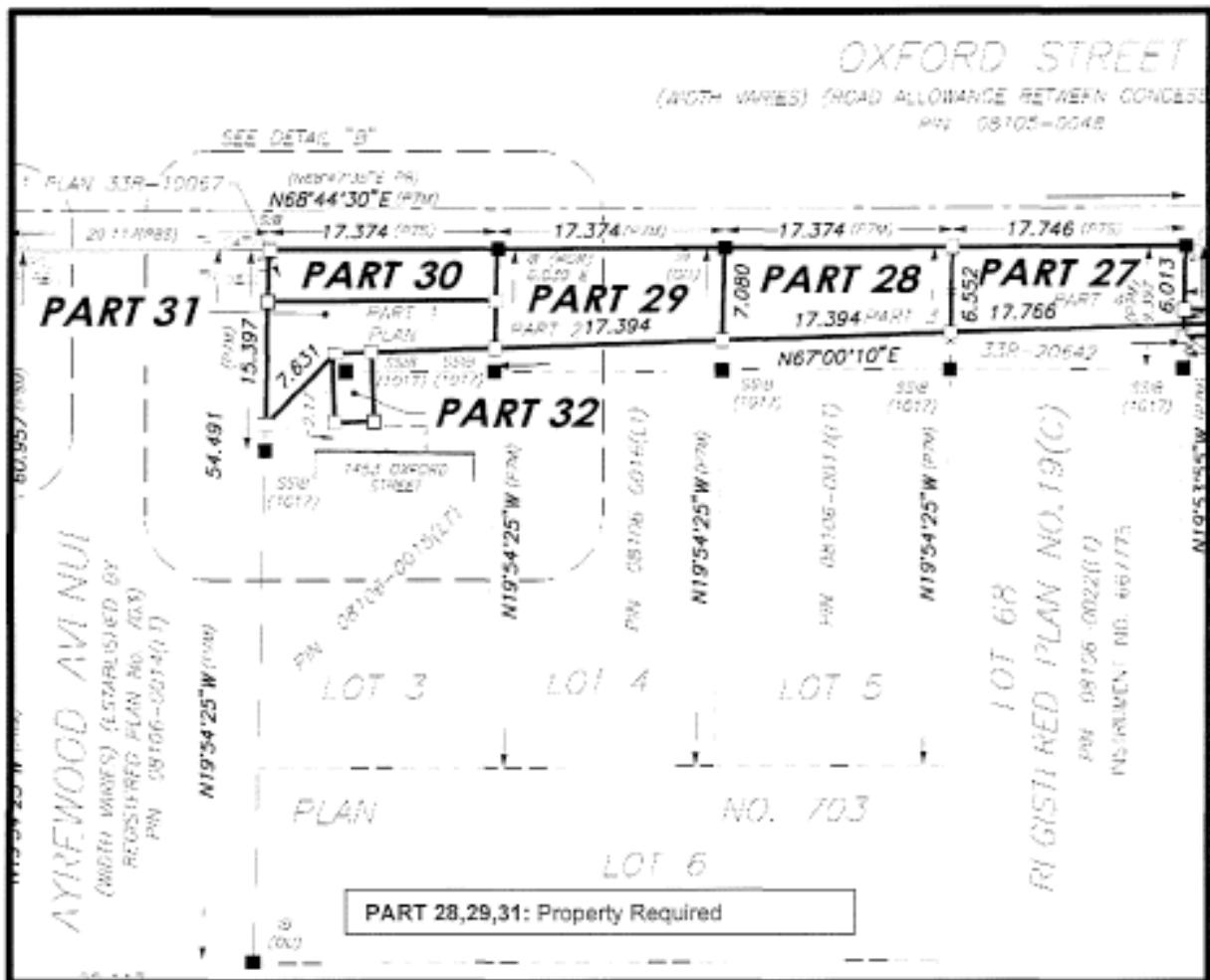
PAUL-MARC CHAMPAGNE

Signature:  _____

We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: ELIZABETH CORMIER, 100 - 140 FULLERTON ST, LONDON ²²⁶⁻²⁷²⁻⁰⁹⁰⁰
PURCHASER'S LAWYER: Sachit Tatavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"



SCHEDULE						
PART	LOT	CONCESSION/PLAN	PIN	OWNERS NAME	AREA(m ²)	AREA(ft ²)
28	PART OF LOT 5	RP 703	PART OF PIN 08106-0017(LT)	PAUL-MARC CHAMPAGNE	118.39	1274.38
29	PART OF LOT 4		PART OF PIN 08106-0016(LT)	PAUL-MARC CHAMPAGNE	127.56	1373.08
31	PART OF LOT 3		PART OF PIN 08106-0015(LT)	PAUL-MARC CHAMPAGNE	81.73	875.69
32					15.85	170.61

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements, applicable taxes, banking fees, and costs associated with a partial discharge of an existing mortgages to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion 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 contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
4. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
5. **DEFERRED DEDICATION:** For the purposes of clarity, fair market compensation is being paid only for the Property and not the Deferred Agreement Area. The Deferred Agreement Area shall be conveyed to the Purchaser for nominal consideration pursuant to a Development Agreement registered on title of the Property as Instrument No. LT265443. The Deferred Dedication is comprised of Part 30 on the draft plan attached as Schedule "A".
6. **CLOSING CONDITIONAL ON CONSECUTIVE TRANSACTION:** The Vendor acknowledges that the completion of this transaction is subject to the completion of an Agreement of Purchase and Sale between the Purchaser and Red Maple Properties Inc. for a portion of the property located at 1459 Oxford Street East, London, a copy of which has been provided to the Vendor (the "Consecutive Transaction"). If the Purchaser determines, in their sole discretion, that the Consecutive Transaction is unable to be completed on the Completion Date for any reason whatsoever, the Purchaser shall have the option to either 1) terminate this Agreement and have any monies returned without deduction or liability; or 2) extend the Completion Date of this transaction without cost to such further date as required to ensure both this transactions may be completed in sequence.

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24003
January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - Part of 1453, 1455 & 1457 Oxford Street East
East London Link Project
(Subledger LD230087)
Capital Project RT1430-3B - East London Link - Land Rapid Transit
Paul-Marc Champagne

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	1,769,688	321,125	13,909,187
Total Expenditures	\$16,000,000	\$1,769,688	\$321,125	\$13,909,187
Sources of Financing				
Capital Levy	1,069,947	118,342	21,474	930,131
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	1,651,346	299,651	12,979,056
Total Financing	\$16,000,000	\$1,769,688	\$321,125	\$13,909,187

Financial Note:

Purchase Cost	\$310,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	3,125
Add: HST @13%	40,625
Less: HST Rebate	-35,125
Total Purchase Cost	\$321,125

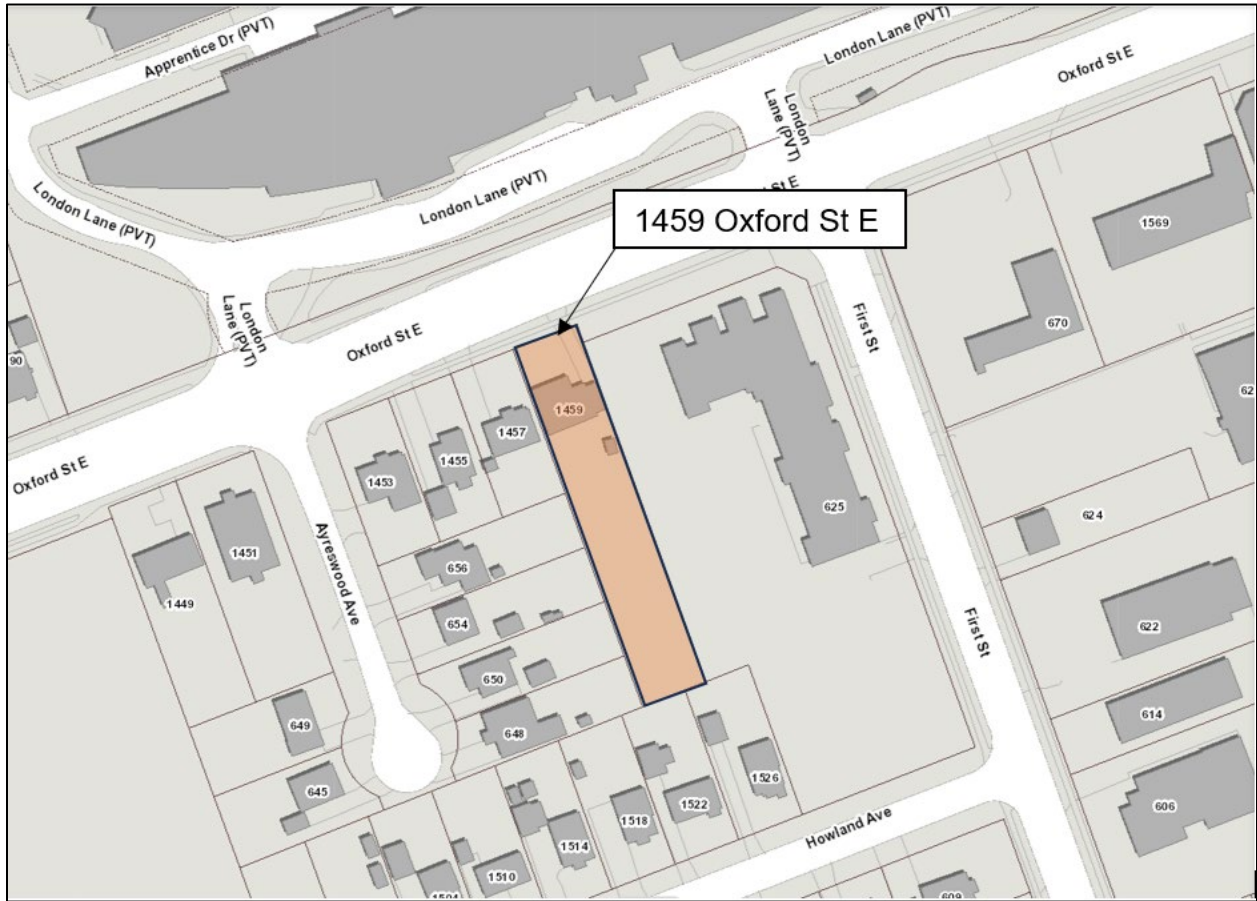
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager, Financial Planning & Policy

ah


Appendix B – Location Map

Parent Parcel



Subject Property – 1459 Oxford St.





**EAST LONDON LINK AND
INFRASTRUCTURE IMPROVEMENTS
PHASE 4**

LEGEND:

- PROPERTY REQUIRED
- CONSTRUCTION EASEMENT REQUIRED
- UTILITY EASEMENT REQUIRED
- EXISTING ROW
- PROPOSED ROW

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Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER:	THE CORPORATION OF THE CITY OF LONDON
VENDOR:	RED MAPLE PROPERTIES INC.
REAL PROPERTY:	
<u>Address</u>	1459 Oxford Street East, London, Ontario N5V 1W4
<u>Location</u>	Along Oxford Street E., East of Ayreswood Ave., West of First Street
<u>Approximate Measurements</u>	Frontage: 17.746 m. (58.22 ft) Area: 111.46 m ² (1199.75 ft ²) Shape: Irregular
<u>Legal Description:</u>	PART 27 LOT 68, PLAN 19(C) ; LONDON being PART OF PIN 08106-0022 (LT) as shown in Schedule "A" attached hereto. (the "Property")

- 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.
- SALE PRICE:** The purchase price shall be ONE HUNDRED AND SIX THOUSAND DOLLARS (\$106,000.00) payable as follows:
 - a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
- 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.
- SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
- 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 January 26th, 2024, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
- TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on February 23rd, 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.
- COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on March 8th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
- NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
- 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.
- 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.
- TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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.

THE CORPORATION OF THE CITY OF LONDON

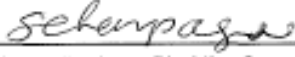
Josh Morgan, Mayor

Michael Schulthess, City Clerk

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

SIGNED, SEALED AND DELIVERED
In the Presence of

RED MAPLE PROPERTIES INC.

Signature: 
I/We Have the Authority to Bind the Corporation

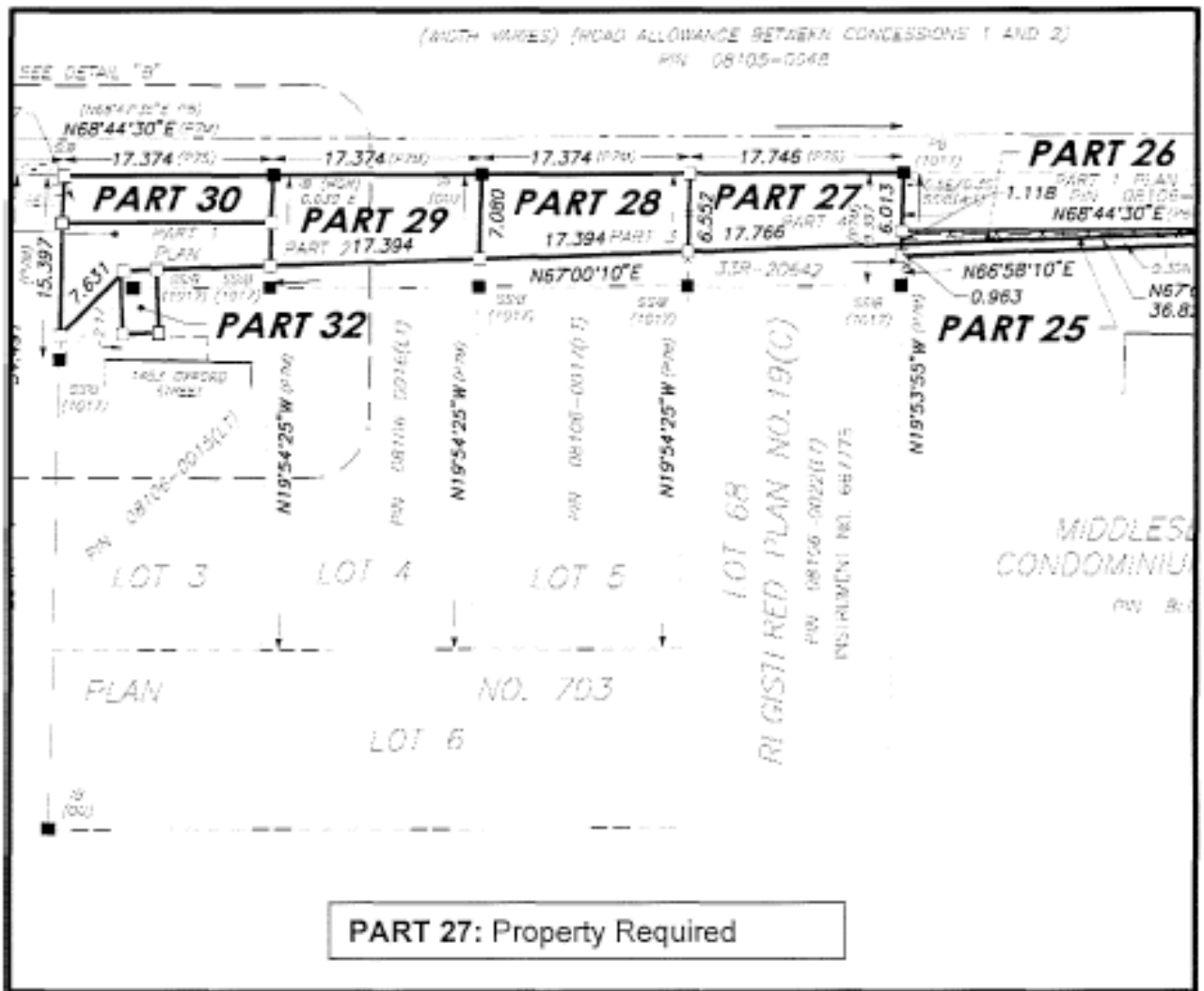


226-272-0900

VENDOR'S LAWYER: ELIZABETH CORMIER, 100-140 FLEETWOOD ST, LONDON

PURCHASER'S LAWYER: Sachit Tatavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"



SCHEDULE						
PART	LOT	CONCESSION/PLAN	PIN	OWNERS NAME	AREA(m ²)	AREA(HP)
27	PART OF LOT 6B	RF 19(C)	PART OF PIN 08106-0022(L1)	RED MAPLE PROPERTIES INC.	111.46	1199.75

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements, applicable taxes, banking fees, and costs associated with a partial discharge of an existing mortgages to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion 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 contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
4. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
5. **CLOSING CONDITIONAL ON CONCURRENT TRANSACTION:** The Vendor acknowledges that the completion of this transaction is subject to the completion of an Agreement of Purchase and Sale between the Purchaser and Paul-Marc Champagne for a portion of the properties located at 1453,1455 & 1457 Oxford Street East, London, a copy of which has been provided to the Vendor (the "Consecutive Transaction"). If the Purchaser determines, in their sole discretion, that the Consecutive Transaction is unable to be completed on the Completion Date for any reason whatsoever, the Purchaser shall have the option to either 1) terminate this Agreement and have any monies returned without deduction or liability; or 2) extend the Completion Date of this transaction without cost to such further date as required to ensure both this transactions may be completed in sequence.

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24004

January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - Part of 1459 Oxford Street East
East London Link Project
(Subledger LD220097)
Capital Project RT1430-3B - East London Link - Land Rapid Transit
Red Maple Properties Inc.

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	2,090,813	111,195	13,797,992
Total Expenditures	\$16,000,000	\$2,090,813	\$111,195	\$13,797,992
Sources of Financing				
Capital Levy	1,069,947	139,816	7,436	922,695
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	1,950,997	103,759	12,875,297
Total Financing	\$16,000,000	\$2,090,813	\$111,195	\$13,797,992

Financial Note:

Purchase Cost	\$106,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	785
Add: HST @13%	14,105
Less: HST Rebate	-12,195
Total Purchase Cost	\$111,195

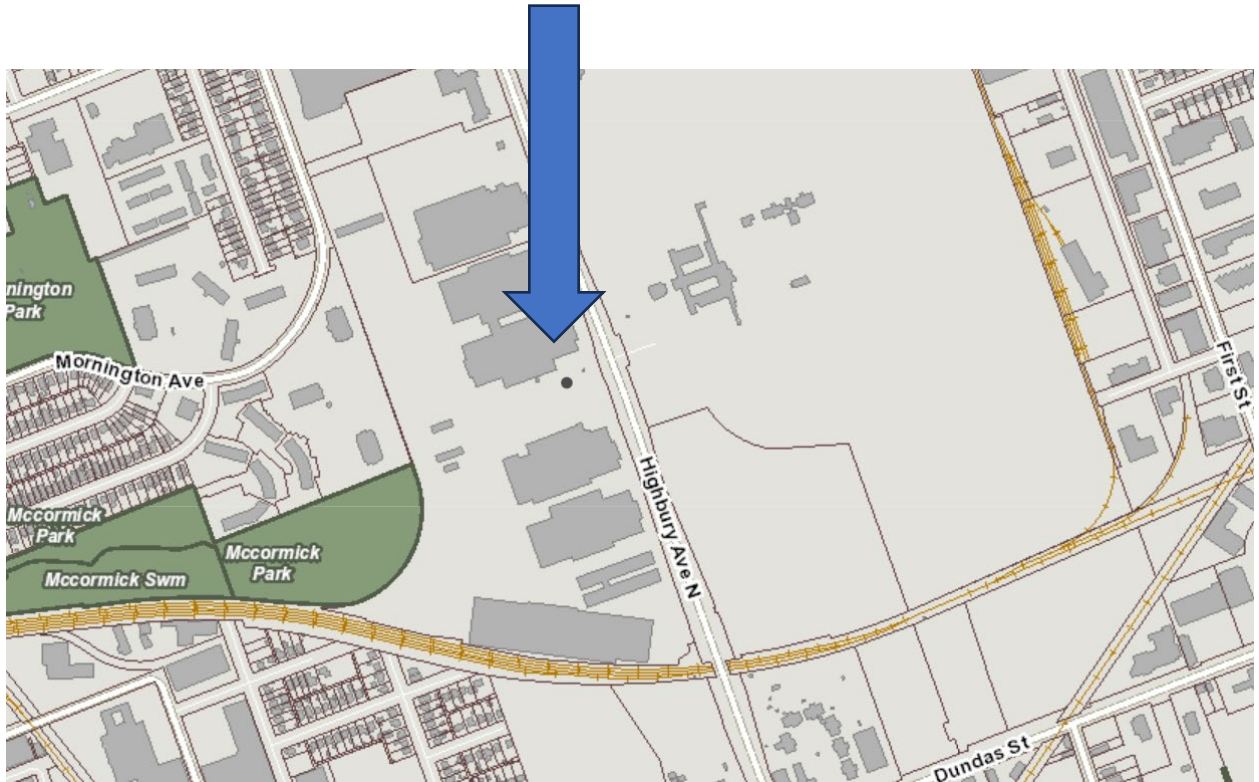
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager, Financial Planning & Policy

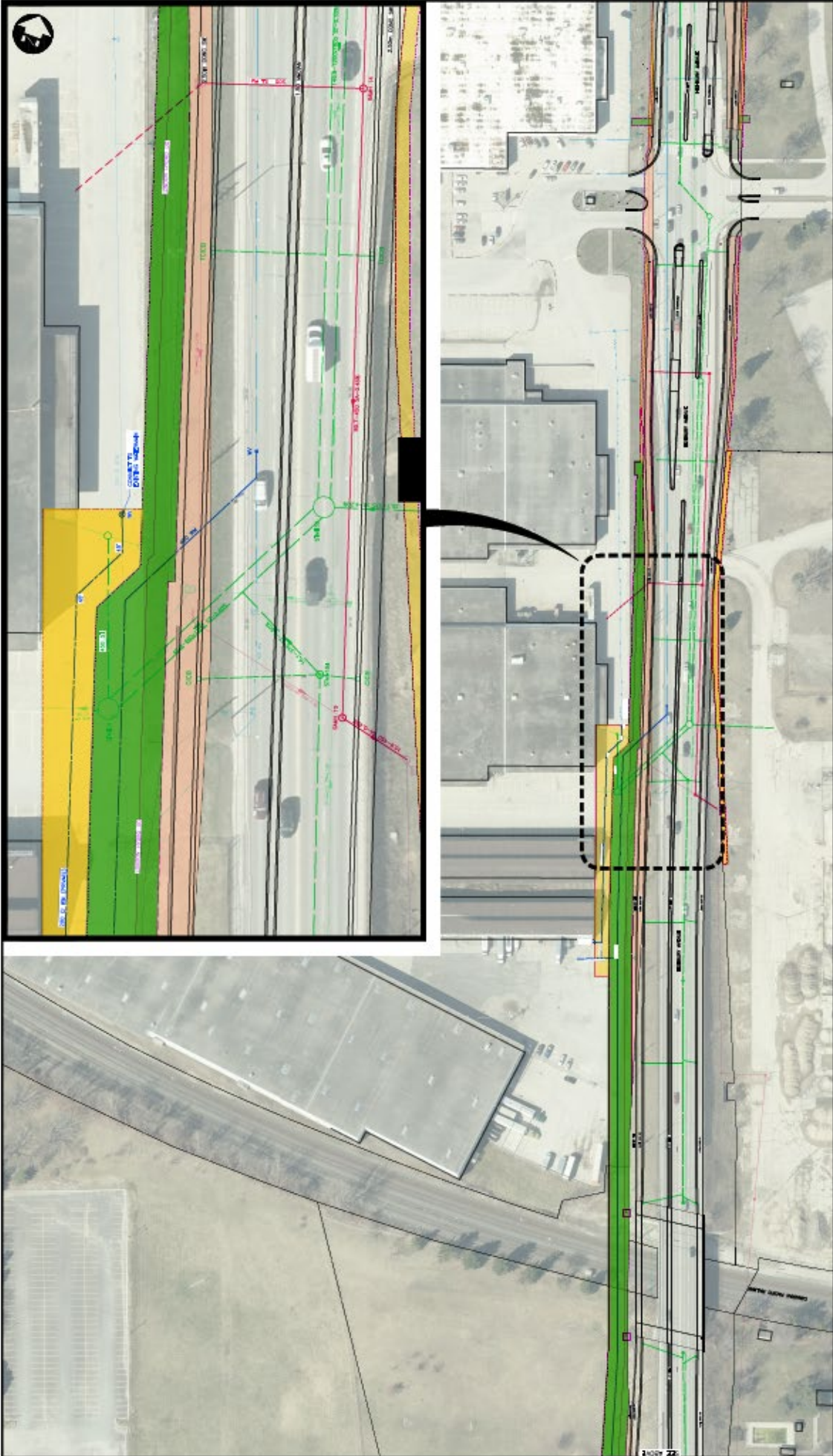
ah

Appendix B – Location Map of Subject Property – 847 Highbury Ave N

Parent Parcel



Subject Property



PROPERTY REQUIREMENTS
847 HIGHBURY AVENUE

PROJECT NO.	200405
DATE	04/04/2023
SCALE	1:1000
DATE	0
PROJECT	PR-PH3-HR47

EAST LONDON LINK AND INFRASTRUCTURE IMPROVEMENTS PHASE 3

LEGEND

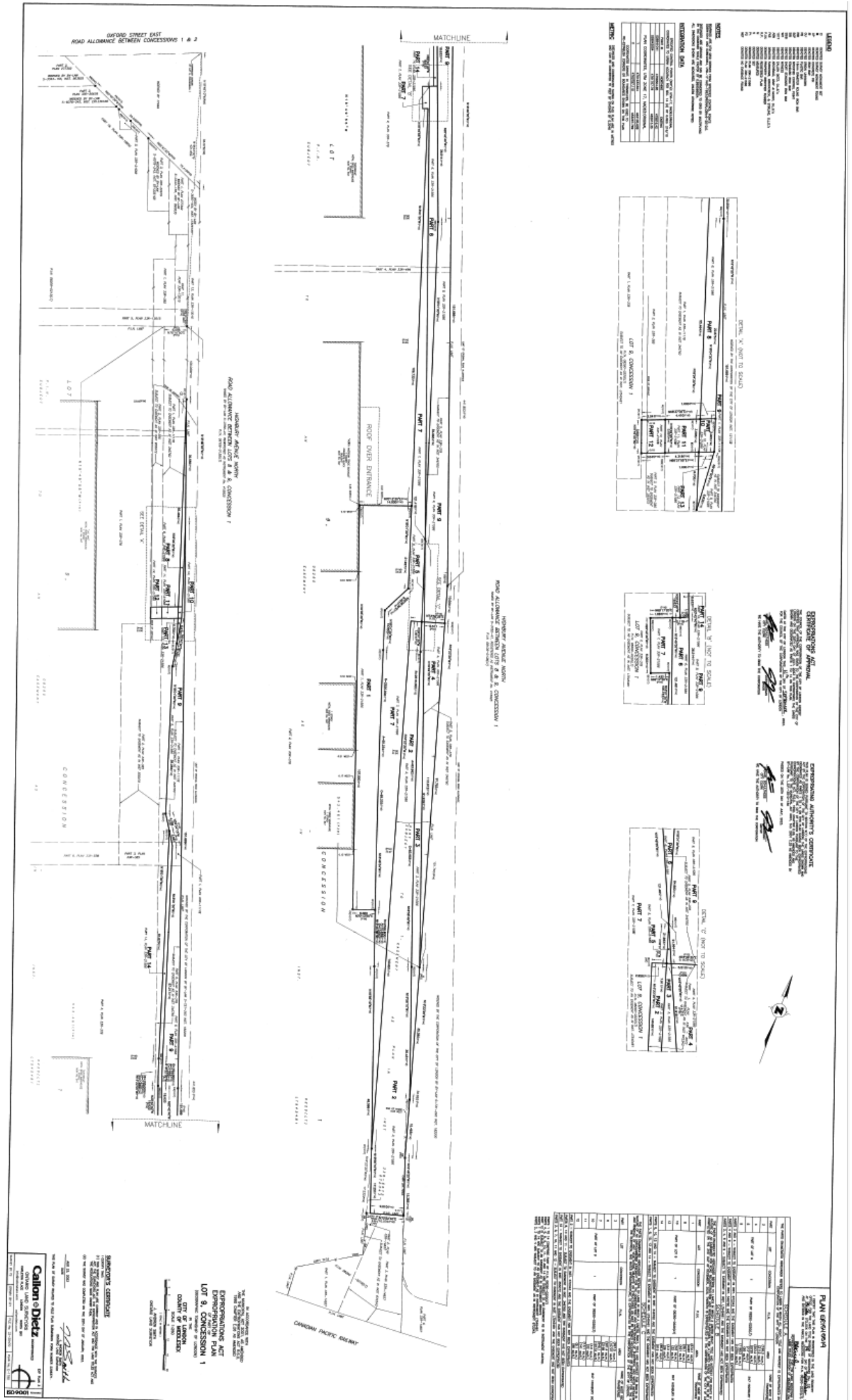
 PROPERTY REQUIRED	 EXISTING ROW
 CONSTRUCTION EASEMENT REQUIRED	 PROPOSED ROW
 UTILITY EASEMENT REQUIRED	 PROPOSED EASEMENT

CORPORATION OF THE CITY OF LONDON

AECOM
475, 5th Floor

AGM
AGM CONSULTANTS

Subject Property – Registered Expropriation Plan – ER154519



Appendix C – Settlement Agreement

847 Highbury Avenue North, London

AGREEMENT AS TO COMPENSATION AND POSSESSION made pursuant to section 24 of the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, this ___ day of _____ 2024.

BETWEEN:

847 Highbury Inc. (“847”)

– and –

THE CORPORATION OF THE CITY OF LONDON (the “City”)

– and –

LONDON Hydro Inc. (“Hydro”)

WHEREAS:

- A. The City has commenced expropriation proceedings for the purposes of widening, re-aligning and/or otherwise improving that portion of Highbury Avenue North fronting the Expropriated Fee Simple Lands and running parallel to the 847 Lands (together with the improvements and works ancillary thereto, collectively, the “Project”);
- B. For the purposes of the Project, the City requires the Expropriated Lands;
- C. For the purposes of or in connection with the Project and for the benefit of 847 and the 847 Remainder Lands, the City has agreed to complete the Temporary City Works, the Grade Separation Works and the Municipal Services Works on the terms and conditions of this Agreement;
- D. For the purposes of or in connection with the Project and for the benefit of 847 and the 847 Remainder Lands, Hydro has agreed to complete the Hydro Works on the terms and conditions of this Agreement;
- E. The parties wish to enter an agreement pursuant to section 24 of the *Expropriations Act* for the purpose of facilitating:
 - (i) the completion of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works with the least possible disruption to the business operations of 847 and the tenants of the 847 Remainder Lands;
 - (ii) the expropriation and taking possession of the Expropriated Lands by the City in accordance with the terms and conditions of this Agreement; and
 - (iii) the payment by the City to 847 of compensation and costs in respect of the expropriation and taking possession of the Expropriated Lands.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and the payments or promises of payment referred to herein, and other good and valuable consideration (the sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1. The recitals set out above are true and accurate and form part of this Agreement.

DEFINITIONS

- 2. The following terms shall have the following meanings when used in the recitals above and in this Agreement:

“847 Lands” means the lands known municipally as 847 Highbury Avenue North, London, Ontario, and legally described under PIN 08290-0220 (LT) as PART LOT 9 CONCESSION 1 DESIGNATED AS PARTS 1 TO 15, 33R-378; SAVE & EXCEPT PARTS 1, 2, 3, 33R-14837 AND PARTS 2, 3, 4, 5, 33R-14836; SUBJECT TO 346760, 346761, EXCEPT 478630; S/T EASE LT545481; S/T EASE 158421; SUBJECT TO EASEMENT AS IN 672343; T/W 346760; LONDON/LONDON TWP. “DESCRIPTION AMENDED 2003/11/17, M.VINER”;

SUBJECT TO AN EASEMENT AS IN 355072, being all of the lands owned by 847 prior to the expropriation of the Expropriated Lands.

"847 Parties" means 847, its affiliates, shareholders, directors, officers, employees, agents, trustees, successors and assigns.

"847 Remainder Lands" means the 847 Lands less the Expropriated Fee Simple Lands.

"Authorized Users" means (a) in respect of the City: the City's successors and assigns, servants, agents, employees, and its contractors, subcontractors, planners, consultants, engineers and surveyors of any tier, and any other Person directly or indirectly engaged by the City or any other Person for whom the City is in law responsible, and (b) in respect of Hydro: Hydro's successors and assigns, servants, agents, employees, and its contractors, subcontractors, planners, consultants, engineers and surveyors of any tier, and any other Person directly or indirectly engaged by Hydro or any other Person for whom Hydro is in law responsible.

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, on which chartered banks in the Province of Ontario are open for business.

"Claim" has the meaning ascribed thereto in paragraph 25 of this Agreement.

"Compensation" means the total agreed to fixed amount of TWO HUNDRED FIFTY THOUSAND (\$250,000.00), in respect of:

- (a) the granting of possession to the City of the Expropriated Fee Simple Lands;
- (b) the granting of easements rights to the City and/or Hydro, as applicable, in respect of the Expropriated Easement Lands;
- (c) the access, security, aesthetic and other challenges and disturbances that will result directly or indirectly from the expropriation of the Expropriated Fee Simple Lands and the impact on the 847 Parties of the Temporary City Works, the Hydro Works, the Grade Separation Works and the Municipal Services Works; and
- (d) the full and final release by the 847 Parties in favour of the City, substantially in the form attached as Schedule "B" to this Agreement.

"Condition Surveys" has the meaning given in paragraph 10 of this Agreement.

"Construction Act" means the *Construction Act*, R.S.O. 1990, c. C.30, as amended.

"Contaminants" has the meaning ascribed thereto in paragraph 8 of this Agreement.

"Dispute" has the meaning ascribed thereto in paragraph 23 of this Agreement.

"Effective Date" means the date that all of the parties have executed this Agreement and delivered to each of the other parties (or to their respective solicitors) a copy of same.

"Expropriations Act" means the *Expropriations Act* R.S.O. 1990, c. E.26, as amended.

"Expropriation Date" means September 19, 2023.

"Expropriated Easement Lands" means, collectively, the Hydro Easement Lands, the Municipal Services Easement Lands and the Temporary City Works Easement Lands.

"Expropriated Fee Simple Lands" means those lands legally described as PARTS 3, 4, 5, and 9 on the Plan of Expropriation, in respect of which the Grade Separation Works are to be completed.

"Expropriated Lands" means, collectively, the Expropriated Fee Simple Lands and the Expropriated Easement Lands.

"Grade Separation Works" means the works to be completed on, in, over, under and through the Expropriated Fee Simple Lands by the City or its Authorized Users in accordance with this Agreement in respect of the widening, re-alignment and improvement of that portion of Highbury Avenue North fronting the Expropriated Fee Simple Lands, which works may include but not be limited to retaining walls and barriers, road pavement, curbs, medians, sidewalks, landscaping, underground utilities, streetlights and traffic signals, and related improvements and works, as further described in **Schedule "C"** hereto. For

absolute clarity, the Grade Separation Works are separate from the Temporary City Works, the Municipal Services Works and the Hydro Works.

"Hydro Easement" means a permanent interest in gross in favour of Hydro to occupy and enter and re-enter the Hydro Easement Lands for the purposes of the Hydro Works, in accordance with the easement terms contained in **Schedule "E-1"**.

"Hydro Easement Lands" means those lands legally described as PARTS 2, 6, 7, 10, 11 and 12 on the Plan of Expropriation.

"Hydro Works" means the works to be completed on, in, over, under, through and within the Hydro Easement Lands by Hydro or its Authorized Users in accordance with this Agreement and as set out at **Schedule "E"** hereto. For absolute clarity, the Hydro Works are separate from the Temporary City Works, the Grade Separation Works, and the Municipal Services Works.

"Main Entrance" means the existing intersection entrance/exit to and from Highbury Avenue North to the 847 Lands as illustrated on the diagram attached hereto at **Schedule "H"**.

"Municipal Services Easement" means a permanent interest in gross to occupy and enter and re-enter the Municipal Services Easement Lands for the purposes of the Municipal Services Work, in accordance with the easement terms contained in **Schedule "D-1"**.

"Municipal Services Easement Lands" means those lands legally described as PARTS 2, 6, and 7 on the Plan of Expropriation.

"Municipal Services Works" means the works to be completed on, in, over, under, through and within the Municipal Services Easement Lands by the City or its Authorized Users in accordance with this Agreement and as further described in **Schedule "D"** hereto. For absolute clarity, the Municipal Services Works are separate from the Temporary City Works, the Grade Separation Works and the Hydro Works.

"Northerly Entrance" means the existing northerly entrance/exit to and from Highbury Avenue North to the 847 Lands as illustrated on the diagram attached hereto at **Schedule "H"**.

"Person" means an individual, a partnership, a limited partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof, and any other entity having legal capacity, and the heirs, executors, administrators, successors, assigns or other legal representatives thereof.

"Plan of Expropriation" means the Plan of Expropriation registered in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) on the Expropriation Date as Instrument No. ER1545519, a copy of which is attached hereto at **Schedule "A"**.

"Possession Date" means January 8, 2024.

"Post-Construction Survey" has the meaning given in paragraph 10 of this Agreement.

"Project" has the meaning ascribed thereto in paragraph A of the recitals to this Agreement.

"Project Partners" means the City and Hydro, collectively, and **"Project Partner"** means either of them.

"Temporary City Works" means the works to be completed on, in, over, under, through and within the Temporary City Works Easement by the City or its Authorized Users in accordance with this Agreement and as set out at **Schedule "F"** hereto. For absolute clarity, the Temporary City Works are separate from the Grade Separation Works, the Municipal Services Works and the Hydro Works.

"Temporary City Works Easement" means a temporary limited interest in gross to occupy and enter and re-enter the Temporary City Works Easement Lands for the purposes of the Temporary City Works, in accordance with the easement terms contained in **Schedule "F"**.

"Temporary City Works Easement Lands" means those lands legally described as PARTS 1, 8, 10, 13, and 14 on the Plan of Expropriation.

SCHEDULES

3. The Schedules to this Agreement shall be construed with and as an integral part of this Agreement, and are as follows:

Schedule "A" -	Plan of Expropriation
Schedule "B" -	Form of Full and Final Release
Schedule "C" -	Grade Separation Works
Schedule "D" -	Municipal Services Works
Schedule "D-1" -	Municipal Services Easement
Schedule "E" -	Hydro Works
Schedule "E-1" -	Hydro Easement
Schedule "F" -	Temporary City Works
Schedule "F-1" -	Temporary City Easement
Schedule "G" -	Dispute Resolution Procedure
Schedule "H" -	Sketch of 847 Lands with Main Entrance and Northerly Entrance
Schedule "I" -	Additional Provisions

WAIVER OF PROVISIONS OF EXPROPRIATION ACT

4. Subject to the completion of the transactions contemplated by this Agreement in accordance with the terms and provisions of this Agreement, 847 hereby waives and releases the City from compliance with the procedural and substantive requirements of the *Expropriations Act* set out in sections 6, 7, 8, 9, 10, 25, 39, 41 and 42, including but not limited to the provision of a Notice of Expropriation, Notice of Election, Notice of Possession, and a section 25 Offer and section 25 appraisal report.

GRANTING OF POSSESSION

5. 847 shall:
- (a) grant possession of the Expropriated Fee Simple Lands to the City on the Possession Date;
 - (b) grant possession of the Temporary City Works Easement, the Municipal Services Easement and the Hydro Easement to the City and/or Hydro, as applicable, on the Possession Date; and
 - (c) upon receipt of the Compensation in accordance with Section 6:
 - (i) execute any documentation required by the City to grant to the City the Municipal Services Easement substantially in the form contained at Schedule D-1;
 - (ii) execute any documentation required by London Hydro to grant the Hydro Easement substantially in the form contained at Schedule E-1; and
 - (iii) execute any documentation required by the City to grant the Temporary City Easement substantially in the form contained at Schedule F-1.

COMPENSATION PAYMENT AND PAYMENT OF 847 COSTS AND EXPENSES

6. The City shall pay the Compensation to 847 (or as 847 may otherwise direct in writing) within 30 days of acceptance of this Agreement. As a precondition of the payment of the Compensation, 847 shall provide to the City a release, substantially in the form contained in Schedule "B" with necessary modifications, executed by the Royal Bank of Canada in relation to any claims Royal

Bank of Canada may have as an "owner" under the *Expropriations Act* arising from the expropriation of the Expropriated Lands. The Compensation is exclusive of harmonized sales tax ("HST"). The City shall self-assess and remit directly any HST payable in connection with same to the Receiver General of Canada and file the prescribed form or forms pursuant to the *Excise Tax Act (Canada)* and the City shall indemnify and save harmless 847 from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against 847 as a result of, or in connection with, the failure by 847 to collect and remit any HST applicable in respect of the Compensation. The City's HST/GST registration number is R119420883. For the avoidance of doubt, this paragraph shall not merge upon but shall survive the completion of any transaction contemplated by this Agreement or the termination of this Agreement.

7. Following the Effective Date, 847 shall provide the City with copies of invoices from 3rd-parties as received by 847 in respect of work and/or services provided for or on behalf of 847 (including, without limitation, in respect of any appraisal reasonably conducted for or on behalf of 847 and any legal or fees reasonably incurred for or on behalf of 847) in respect of the subject matter of this Agreement and/or the transactions contemplated by this Agreement (the "**3rd-Party Invoices**"). Subject to review and assessment by the City, the City shall pay the 3rd-Party Invoices (or reimburse same, if already paid by or on behalf of 847) in a prompt manner provided that same are reasonable and pertain to costs, fees, disbursements and applicable taxes in respect of the transactions contemplated by this Agreement. For the avoidance of doubt, this section shall not merge upon but shall survive the completion of any transaction contemplated by this Agreement or the termination of this Agreement.

ACKNOWLEDGEMENT OF ENVIRONMENTAL CONDITION

8. The City acknowledges and agrees that the City shall have the opportunity to conduct its own inspections and due diligence in respect of the Expropriated Lands, which shall be completed within 90 days following the Possession Date (the "**Environmental Inspection Period**"), and the City acknowledges and agrees that the City has acquired its rights and interest in and to the Expropriated Lands, as applicable, in an "as-is, where-is" condition and subject to any contaminants (within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c. E19, as amended) that may exist on the Expropriated Lands (collectively the "**Contaminants**"). In such regard, subject to the Project Partners providing notice to the 847 Parties within the Environmental Inspection Period of any discovered Contaminants that they are unwilling to accept, each of the Project Partners shall release, indemnify and hold harmless each of the 847 Parties from any claims, manner of actions, causes of action, proceedings, suits, debts, dues, accounts, bonds, covenants, contracts, statutory entitlements, claims and demands of any kind or nature whatsoever that either of the Project Partners, respectively, ever had, or now have, or may have, by reason of the presence of Contaminants on any of the Expropriated Lands on or before the Expropriation Date. The parties acknowledge that the release by each of the Project Partners as set out herein shall not merge but shall survive the completion of the transactions contemplated by this Agreement.
9. Subject to anything to the contrary specifically expressed in this Agreement or the Schedules attached hereto, the Project Partners acknowledge that there have been no representations and/or warranties by any of the 847 Parties whatsoever with respect to the Expropriated Lands and that the Expropriated Lands have been expropriated on an "as is, where is" basis. The Project Partners acknowledge that they shall rely entirely upon their own environmental site assessments and other inspections and investigations with respect to the quality and suitability of the Expropriated Lands. The Project Partners acknowledge that the 847 Parties have made no covenant, representation or warranty concerning any documents with respect to the Expropriated Lands delivered or made available to the Project Partners (including, without limitation, the accuracy, suitability or completeness thereof), and the Project Partners shall bear all risk with respect to any reliance by the Project Partners thereon.

CONDITION SURVEYS & VIBRATION MONITORING

10. Upon contract award the City shall, at its cost and expense, engage a qualified, experienced and independent third party consultant to: (a) following the Effective Date and prior to the commencement of the Grade Separation Works and the Municipal Services Works, conduct a pre-construction as-built condition survey of the Expropriated Lands (the "**Pre-Construction Survey**"); and (b) following the completion of the Grade Separation Works and the Municipal Services Works, conduct a post-construction as-built survey of the Expropriated Lands (the "**Post-Construction Survey**"), and together with the Pre-Construction Survey, collectively, the "**Condition Surveys**"). The City and its Authorized Users shall have the right, at the City's own risk and

expense, at any time after the Effective Date to enter upon the 847 Lands for the purposes of the Condition Surveys, provided that any such entry and work shall be coordinated in advance with 847 and the tenants of the 847 Land and shall be at no risk to 847. Upon request, The City shall require the relevant consultant to deliver the relevant Condition Survey within sixty (60) days of the City's commissioning of the same. The City shall deliver to 847 a copy of each Condition Survey within forty-five (45) days of completion of such Condition Survey. The City shall, at no cost to 847, cause the consultant conducting the Condition Surveys to deliver to 847, concurrent with delivery of each Condition Survey, reasonably satisfactory to 847, addressed to 847 and entitling 847 to rely on the Condition Survey in all respects as though the relevant Condition Survey had been commissioned by 847.

11. Following the Effective Date and prior to the commencement of the Grade Separation Works and the Municipal Services Works, the City and its Consultant Team will consult with the 847 Parties in respect of the need for exterior monitoring (in respect of the 847 Lands and the buildings and improvements thereon) during construction and the appropriate location of monitoring equipment. Monitoring will continuously record the maximum peak particle velocity (PPV) in mm/sec. Monitoring devices may be affixed to the exterior masonry of the buildings located on the 847 Lands, and as near as practical to the street, and shall be removed by the City or its Authorized Users following completion of construction (with any damage to be repaired by the City or its Authorized Users to the reasonable satisfaction of 847). The City and its Vibrational frequency, which has an important effect on the damage potential of the Peak Particle Velocity, is monitored for the FTA standards for exceedances in potential damage threshold. The Federal Transit Administration (FTA) Manual vibration limits are used as the standard.
12. Following the Effective Date and prior to the commencement of the Grade Separation Works and the Municipal Services Works, the City shall, at its cost and expense, undertake a program of vibration monitoring (in respect of the 847 Lands and the buildings and improvements thereon) during the appropriate period(s) of the construction of the Grade Separation Works and the Municipal Services Works that shall produce a continuous record of peak particle velocity vibration measurements and any exceedances in established criteria will be recorded and reported. The City and its Authorized Users shall have the right, at the City's own risk and expense, at any time after the Effective Date to enter upon the 847 Lands for the purposes of the vibration monitoring, provided that any such entry and work shall be coordinated in advance with 847 and the tenants of the 847 Lands and shall be at no risk to 847. In the event that the vibration exceeding the cautionary criteria is exceeded, the City shall promptly take such reasonable measures as may be necessary to prevent further occurrences of the same.

THE GRADE SEPARATION WORKS, THE MUNICIPAL SERVICES WORKS & THE HYDRO WORKS

13. The City shall, at its sole cost and risk, complete the Grade Separation Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "C"** attached hereto.
14. The City shall, at its sole cost and risk, complete the Municipal Services Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "D"** attached hereto.
15. Hydro shall, at its sole cost and risk, complete the Hydro Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "E"** attached hereto.
16. The City shall, at its sole cost and risk, complete the Temporary Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "F"** attached hereto.

FUNDAMENTAL PROTECTIONS FOR 847 AND THE 847 TENANTS

17. Each of the City and Hydro acknowledges and confirms the fundamental importance to 847, the tenants of the 847 Lands from time to time, and their respective present and future business operations, of having and enjoying, and continuing to have and enjoy, at all times and without material interruption or disruption, during or in connection with the Temporary City Works, the Grade Separation Works, the Municipal Services Works and/or the Hydro Works, continued suitable and satisfactory utilities, hydro, sewer, storm-water and similar services to or on the 847 Lands for the purpose of continued business operations on, within and from the 847 Lands as conducted by 847 and its tenants prior to the Effective Date. In such regard, each of the City and Hydro covenant and agree that:
 - (a) 847 and each of the tenants of the 847 Lands shall be provided with not less than fourteen (14) days' notice in writing prior to the shut off or reduction of any utilities, hydro, sewer,

storm-water or similar services to or on the 847 Lands or the 847 Remainder Lands;

- (b) any shut offs shall be strictly limited to instances where same are deemed by City or Hydro, as applicable, to be required for the efficient completion of the Grade Separation Works, the Municipal Services Works and/or the Hydro Works;
- (c) where practical to do so, any shut offs shall occur only between 6:00 pm and 6:00 am on any given day, and shall be as limited as reasonably possible in nature and duration so as to effect and impact 847 and the tenants of the 847 Lands as minimally as possible; and
- (d) any utilities, hydro, sewer, storm-water or similar services shut off or reduced by the City or Hydro or its respective Authorized Users shall be returned to the normal-course level of functionality that existed prior to such shut off or reduction.

Following the Effective Date and prior to the commencement of any of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, the City and its Consultant Team will consult with 847 Parties in respect of the proposed impact of such works on the utilities, hydro, sewer, storm-water and similar services to or on the 847 Lands.

18. Each of the City and Hydro further acknowledges and confirms the fundamental importance to 847, the tenants of the 847 Lands from time to time, and their respective present and future business operations, of having and enjoying, and continuing to have and enjoy, without material interruption or disruption (except as set out in this Section), during or in connection with the Temporary City Works, the Grade Separation Works, the Municipal Services Works and/or the Hydro Works, continued pedestrian and two-way or short term temporary flagging for single lane vehicular access (including without limitation, by large transport vehicles) to and from the buildings located on the 847 Lands or the 847 Remainder Lands, as the case may be, including without limitation, for the purposes of loading and unloading items into and out of such vehicles and buildings on the 847 Lands and for the purposes of vehicular and pedestrian ingress/egress to and from Highbury Avenue North. In such regard, each of the City and Hydro covenant and agree that:

- (a) at no time shall the Main Entrance be fully closed, obstructed, disrupted or blocked in such a manner as to prevent 847 or any tenants of the 847 Lands and/or their respective present and future business operations from having ingress/egress to and from Highbury Avenue North (including left-in / left-out access for large transport vehicles) during or in connection with the Grade Separation Works, the Municipal Services Works and/or the Hydro Works;
- (b) 847 and each of the tenants of the 847 Lands shall be provided with not less than fourteen (14) days' notice in writing prior to any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance;
- (c) any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance shall be strictly limited to instances where same are deemed by City or Hydro, as applicable, to be required for the efficient completion of the Grade Separation Works, the Municipal Services Works and/or the Hydro Works;
- (d) any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance shall be as limited as reasonably possible in nature and duration so as to effect and impact 847 and the tenants of the 847 Lands as minimally as possible;
- (e) any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance shall be returned to the normal-course level of functionality that existed prior to such closure, obstruction, disruption or blockage;
- (f) during the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, as applicable, the 847 Remainder Lands shall have continuous pedestrian and vehicular access (including without limitation, by large transport vehicles) for the purposes of vehicular and pedestrian ingress/egress to and from Highbury Avenue North by way of the Main Entrance (which shall include, for certainty, left-in and left-out access to and from Highbury Avenue North); and
- (g) following the construction and completion of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, as applicable, the 847 Remainder Lands shall have continuous full and proper pedestrian and vehicular

access (including without limitation, by large transport vehicles) for the purposes of vehicular and pedestrian ingress/egress to and from Highbury Avenue North by way of both of the Main Entrance and the Northerly Entrance (which shall include, for certainty, left-in and left-out access to and from the Main Entrance and right in and right out access at the Northerly Entrance to and from Highbury Avenue North).

For certainty, it is acknowledged and confirmed that the City and/or Hydro may close, obstruct or block a portion (but not all) of the Main Entrance from time to time in accordance with the above, but each of the City and Hydro covenants and agrees that it shall not (nor shall it cause or permit any Person to), at any time, close, obstruct, disrupt, block or otherwise deal with (or cause or permit any other Person to close, obstruct, disrupt, block or otherwise deal with) the Main Entrance in any way that prevents (or could reasonably be expected to prevent) 847 and/or any of the tenants of the 847 Lands (or, as applicable, the 847 Remainder Lands) to access, enter, leave and/or use the 847 Lands (or, as applicable the 847 Remainder Lands) by way of vehicular transport or otherwise (including, without limitation, left-in / left-out access for large transport vehicles).

Following the Effective Date and prior to the commencement of any of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, the City and its Consultant Team will consult with 847 Parties in respect of the proposed impact of such works on the Main Entrance and the Northerly Entrance.

19. 847 may from time to time request status updates from either or both of the City and Hydro, and following receipt of the same, the City and/or Hydro, as applicable, shall as soon as reasonably practical provide 847 with the anticipated dates for the performance and, as applicable, completion of the then uncompleted parts of the Grade Separation Works, the Municipal Services Works and the Hydro Works.
20. Notwithstanding the City's right of ownership and possession of the Expropriated Fee Simple Lands commencing on the Possession Date (subject to the terms and provisions of this Agreement), the City shall and does hereby grant to 847, the tenants of the 847 Lands and their respective invitees, customers, contractors, subcontractors and other Persons a non-exclusive right of passage and use of that portion of the Expropriated Fee Simple Lands as comprise the Main Entrance and the Northerly Entrance for continued pedestrian and vehicular (including without limitation, by large transport vehicles) ingress and egress to and from the 847 Remainder Lands to and from Highbury Avenue North (which shall include, for certainty, left-in and left-out access to and from the Main Entrance and the Northerly Entrance to and from Highbury Avenue North). Such right shall commence on the Effective Date and shall expire on the date that the portions of the Expropriated Fee Simple Lands as comprise the Main Entrance and the Northerly Entrance are dedicated as a public road by the City. The City shall enter into and grant such further instruments and documentation as may be reasonably necessary from time to time for the purpose of the grant set forth herein, and this section shall survive and not merge upon closing of the transactions contemplated in this Agreement.

RESTORATION

21. Upon the completion or cessation of the:
 - (a) Grade Separation Works, the City, at its sole expense, shall, at such times as shall have been scheduled in writing with 847, restore any damage to the 847 Remainder Lands arising from or in connection with the performance of any Grade Separation Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon the lands;
 - (b) Municipal Servicing Works, the City, at its sole expense, shall, at such times as shall have been scheduled in writing with 847, restore any damage to the 847 Remainder Lands arising from or in connection with the performance of any Municipal Servicing Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon the lands; and
 - (c) Hydro Works, Hydro, at its sole expense, shall, at such times as shall have been scheduled in writing with 847, restore any damage to the 847 Remainder Lands arising from or in connection with the performance of any Hydro Works, as much as reasonably possible to the condition they were in before Hydro or its Authorized Users entered upon the lands.

CONSTRUCTION ACT COMPLIANCE

22. The City and Hydro, as applicable, shall promptly pay or cause to be paid, when due, all amounts required to be paid by the City or Hydro, or its respective Authorized Users, as applicable, for any work, material or services that may be done, supplied, or performed in connection with the Grade Separation Works, the Municipal Services Work, the Hydro Works, or any part thereof, or otherwise in connection with the 847 Lands or the 847 Remainder Lands, provided that the City or Hydro, as applicable, shall, in accordance with the *Construction Act* retain or hold back, and subsequently release, those sums required to be retained, held back or released, as applicable, under the provisions of the *Construction Act*, and shall not by any act or omission cause, encourage, suffer or allow any lien or claim under the *Construction Act*. The City and Hydro shall do everything reasonably necessary to ensure that no construction lien pertaining to any charges for any work, material or services is registered against the 847 Lands or the 847 Remainder Lands, or any part thereof. If a construction lien is preserved or a written notice of a lien is received within the meaning of the *Construction Act*, the City or Hydro, as applicable, shall notify 847 of the same in writing within five (5) Business Days of same and shall forthwith, and in any event within fourteen (14) Business Days of the construction lien being preserved or the written notice of a lien being received, take all necessary steps to either vacate any claim for lien or written notice of a lien or discharge any construction lien claimed, at the sole cost of the City of Hydro, as applicable. If the City or Hydro fails to vacate or discharge or cause to be vacated or discharged any claim for lien, written notice of a lien or construction lien, as applicable, in accordance with the foregoing, then in addition to 847's other rights and remedies, 847 may, in its sole discretion, take whatever steps it deems necessary to vacate the claim for lien or written notice of a lien by paying the amount claimed into court (together with whatever additional amounts are required to be paid into court to vacate any claim for lien). If 847 takes any such steps, the City and Hydro shall forthwith, upon demand, reimburse 847 any amounts so paid and any costs incurred by 847 as a result, including without limitation, any legal and other professional fees and disbursements..

DISPUTE RESOLUTION PROCEDURE

23. All claims, disputes, or controversies arising out of or relating to any provision of this Agreement, or the alleged wrongful exercise or failure to exercise by a party of a discretion or power given to that party under this Agreement, or the interpretation, enforceability, performance, breach, termination, or validity of this Agreement, or any matter referred to for resolution pursuant to this paragraph (collectively and individually, a "Dispute") shall be resolved in accordance with the provisions of **Schedule "G"** – Dispute Resolution Procedure.

INSURANCE

24. Prior to any entry upon the Expropriated Lands (or any part thereof) by the City, Hydro or any Authorized Users, for the purpose of carrying out any Temporary City Works, Grade Separation Works, Municipal Services Works or Hydro Works, each of the City and Hydro shall maintain, or shall cause to be maintained, commercial general liability insurance or wrap-up liability insurance including, but not limited to, coverage for personal injury and bodily injury, including death, property damage including loss of use thereof, contractual liability, non-owned automobile liability, employers liability, pollution exclusion with limited time element exception, cross liability with severability of interest clause and owners' and contractors' protective insurance coverage and shall provide certificates of insurance naming 847 as additional insured. Such insurance shall be written on an occurrence basis with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and an aggregate limit of not less than Five Million Dollars (\$5,000,000) within any policy year with respect to completed operations. In addition, automobile liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) shall be maintained for all vehicles owned, rented, leased or borrowed by the City, Hydro or any Authorized Users.

INDEMNIFICATION

25. Subject to the next sentence in this paragraph, each of the City and Hydro covenants and agrees that it shall indemnify and hold harmless each of the 847 Parties from and against any and all claims, manner of actions, causes of action, proceedings, suits, debts, dues, accounts, bonds, covenants, contracts, statutory entitlements, claims and demands of any kind or nature whatsoever, including, without limitation, in respect of any damage to property and/or buildings, improvements, fixtures or chattels located on the 847 Remainder Lands or the Expropriated Lands and under any personal injury, health or death, suits, demands, costs, losses, expenses and damages (individually and collectively hereinafter referred to as a "Claim") suffered or incurred by the 847 Parties, or any of them, to the extent arising out of, due to or as a result of the exercise

of the easement rights granted to any of the City, Hydro or Authorized Users under this Agreement. The foregoing indemnity does not extend to any claims arising due to the negligence, other tortious acts or omissions, wilful misconduct or breach of contract by any of the 847 Parties or any one for whom 847 is responsible for in law, or to any loss of profit or consequential damages suffered or incurred by the 847 Parties, or any of them. For the sake of clarity, the foregoing limitation on indemnity does not, and is not intended to, limit the obligations of either party pursuant to any other provision in this Agreement or any claims that either party is able to prove against the other for breach of the obligations of the other pursuant to this Agreement.

GENERAL

26. Time shall be of the essence in this Agreement. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day.
27. This Agreement, including all Schedules attached hereto (including the Additional Provisions), constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and, except as stated in the Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. This Agreement supersedes all prior negotiations or agreements between the parties, whether written or verbal, with respect to the subject matter of this Agreement. Except as otherwise provided in this Agreement, references to this Agreement, or to any other agreement, shall be construed as references to this Agreement, or to such other agreement, as the same may be amended from time to time in accordance with its terms. The Project Partners and 847 are not employees or legal representatives of the other for any purpose. Neither the Project Partners nor 847 shall have the authority to enter into any contracts in the name of or on behalf of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, business organization or agency arrangement of any kind.
28. This Agreement shall be read and construed with all changes of gender or number required by the context. References in this Agreement to any statute shall be construed as including any applicable delegated or subordinate legislation, and any reference to a statute shall be construed as including any statute or statutory provision which amends, extends, consolidates or replaces such statute.
29. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
30. Each agreement and obligation of each of the parties hereto, even though not expressed as a covenant, is considered for all purposes to be a covenant.
31. If any covenant, obligation, agreement or part thereof or the application thereof to any Person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, obligation or agreement or part thereof) to any Person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
32. No supplement or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto in the same manner as the execution of this Agreement.
33. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of any other party hereto, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
34. Only those waivers that are given in writing will be binding. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
35. Nothing in this Agreement shall preclude the City from requiring additional easements or fee simple conveyances of any part of the 847 Remainder Lands as permitted under applicable law

36. Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the City's solicitor on behalf of the City, by Hydro's solicitor on behalf of Hydro and by 847's solicitor on behalf of 847.
37. All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors, assigns and other legal representatives and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns pursuant to the terms and conditions of this Agreement.
38. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid registered mail, or (iii) sent by email, in each case to the applicable address set out below:

in the case of 847 addressed to it at:

c/o Davpart Inc.
4576 Yonge Street
Suite 700
Toronto, Ontario
M2N 6N4

Attention: Carmine Colafella
Telephone: 416-222-3010
Email: colafellac@davpart.com

and in the case of the City addressed to it at:

City Clerk
City of London
300 Dufferin
London, ON
N6A 4L9

Attention: Michael Schulthess
Telephone: 519-661-2489 x 5396
Email: mschulth@london.ca

and in the case of Hydro addressed to it at:

London Hydro
111 Horton Street
London, ON
N6A 4H6

Attention: Darrin Harris
Telephone: 519-661-5800
Email: harrisd@londonhydro.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the third day following the date of mailing, if delivered by prepaid registered mail, or on the day of email transmission, provided that in each case such day is a Business Day and the communication is so delivered, emailed or sent prior to 5:00 p.m. (Toronto time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any party may from time to time change its address under this paragraph by notice to the other parties given in the manner provided by this paragraph. In the event of a threatened or actual disruption in the postal service in the postal area through which any notice, certificate, consent, determination or other communication must be sent, such notice, certificate, consent, determination or other communication shall be delivered by telecopier transmission in accordance with this paragraph.

39. Forthwith following the Effective Date, each party shall appoint one or more construction liaisons and notify the other parties of the same. The parties hereby authorize their respective liaisons to

work together in furtherance of the goals as set out in this Agreement and, more specifically, to minimize the impacts of the Project on to the business operations of 847. Each party may change or supplement its respective liaisons from time to time at its discretion and shall promptly notify the other parties of such changes in writing. For the avoidance of doubt, no construction liaison will, in his/her/its capacity as a construction liaison, have the authority or power to grant an extension, waiver or release to any party under this Agreement or to amend this Agreement.


40. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. References to "law", "laws" or "applicable laws", or words of similar import, shall be construed as references to any statute or proclamation or any delegated or subordinate legislation, including without limitation, regulations, by-laws, ordinances, rules and codes, any binding order, direction, directive, or requirement, of or by any federal, provincial, territorial, regional, municipal or local governmental authority, quasi governmental authority, court, government or self regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case having legal jurisdiction, which, in each case (regarding any of the foregoing), is in force in the Province of Ontario. Each reference to law, laws, applicable laws, or to a statute or statutory provision (including without limitation, any subordinate legislation) includes, without limitation, any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes, without limitation, any orders, regulations, by-laws, ordinances, orders, codes, instruments and any other subordinate legislation made under the relevant statute.
41. For the avoidance of doubt, references to "act or omission" or "acts or omissions" will be construed as including, without limitation, breach of contract, breach of statute, and negligence.
42. Except as otherwise set forth in this Agreement, the rights and remedies of each party specified in this Agreement are cumulative and are in addition and without prejudice to any other rights and remedies of such party under this Agreement, at law or in equity.
43. The provisions of this Agreement shall not merge on the Possession Date.
44. The City shall be fully responsible to 847 for the acts and omissions of its Authorized Users. Hydro shall be fully responsible to 847 for the acts and omissions of its Authorized Users.
45. This Agreement may be executed in any number of counterparts and each of such counterparts when executed shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement. Counterparts may be executed in original or electronic PDF form and the parties hereto shall adopt any signatures received by email as original signatures of the parties.

The remainder of this page is intentionally left blank.

(signature page follows)

IN WITNESS WHEREOF 847 has executed this Agreement on the 13th day of December 2023.

847 Highbury Inc.

Per: 
Name: David Hofstedter
Title: President
I/We have authority to bind the corporation.

ACCEPTED ON BEHALF of the City on the _____ day of _____, 2024.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

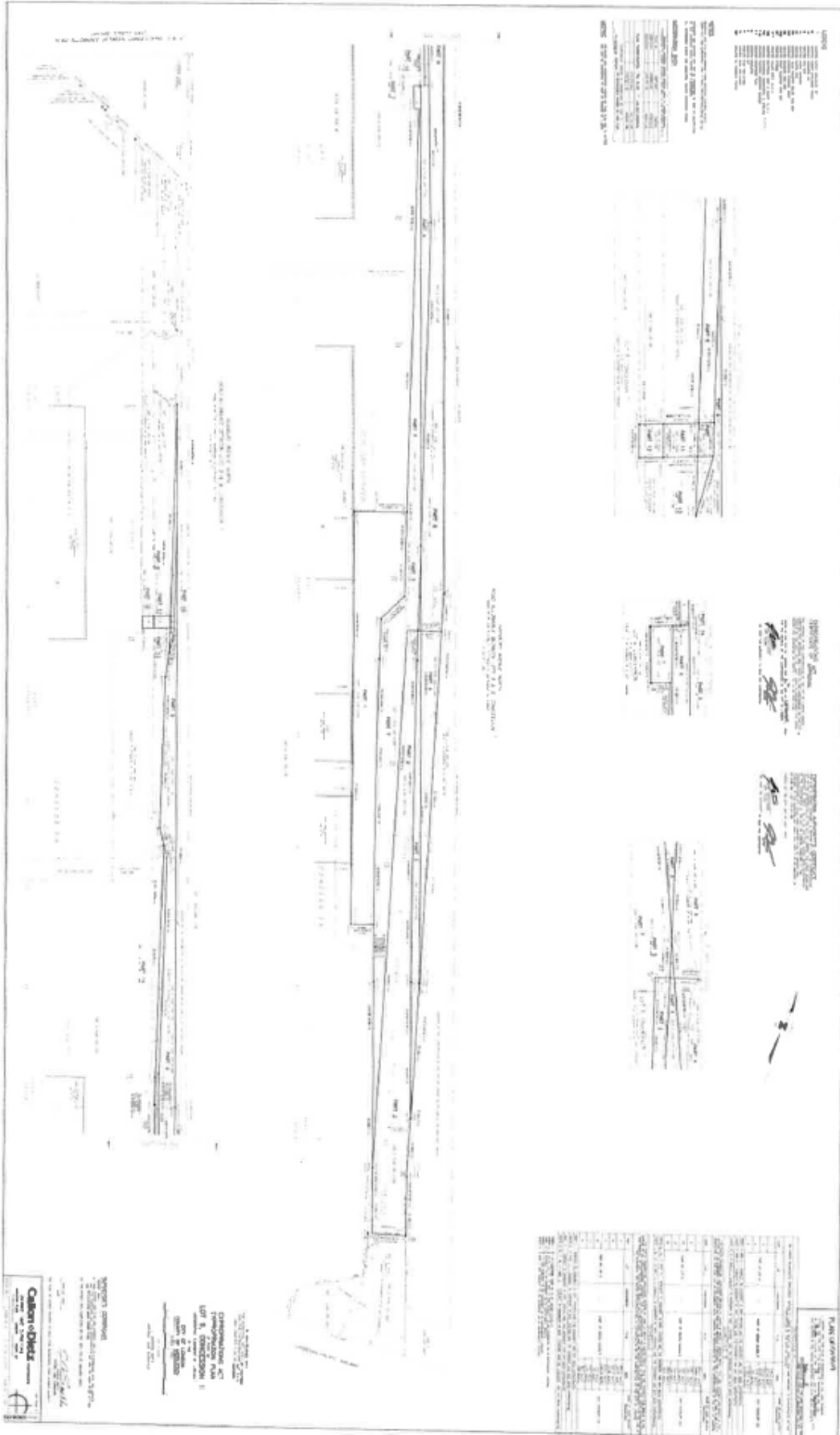
ACCEPTED ON BEHALF of Hydro on the _____ day of _____, 2024.

LONDON HYDRO INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

**SCHEDULE "A" to AGREEMENT AS TO COMPENSATION AND POSSESSION
Plan of Expropriation ER1545519**



CAN: 43576640.9

SCHEDULE "B" to AGREEMENT AS TO COMPENSATION AND POSSESSION
FORM OF RELEASE

FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the Compensation as set out in that certain Agreement as to Compensation and Possession dated [XXXXX], 2023 (as the same may be amended, revised and/or other supplemented from time to time, collectively, the "Agreement") between the Corporation of the City of London (the "City") and **847 Highbury Inc.** (the "Owner") in respect of the expropriation of parts of the property known municipally as 847 Highbury Avenue North, London, which parts are as legally described on the Plan of Expropriation registered in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) as Instrument No. ER1545519 (such expropriated parts being referred to herein as the "Property"):

The Owner hereby releases, indemnifies and forever discharges the City, its servants, agents and employees, from any and all actions, causes of action, claims and demands, which may hereafter be sustained by the Owner in connection with the expropriation of the Property by the City pursuant to and in accordance with the terms and provisions of the Agreement, and which includes all claims under the Expropriations Act, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages now known or which may be known or anticipated but which may arise in the future as a result of such expropriation of the Property by the City; in each case, except to the extent any such actions, causes or action, claims or demands arise from or relate to the negligence, misconduct or omission of the City and those for whom the City is responsible at law.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the City, its servants, agents and employees.

IT IS UNDERSTOOD AND AGREED that the City will pay the costs, expenses and/or fees reasonably incurred by the Owner related to the expropriation of the Property, on the basis that such fees are either agreed or assessed.

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

IT IS UNDERSTOOD AND AGREED that this Release is intended to cover and does cover not only all now known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof, in each case limited to and in connection with the expropriation of the Property by the City pursuant to and in accordance with the terms and provisions of the Agreement.

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

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

IN WITNESS WHEREOF the undersigned has executed this Release as of [XXXXX].

847 Highbury Inc.

David Hofstedter, President

SCHEDULE "C" to AGREEMENT AS TO COMPENSATION
GRADE SEPARATION WORKS

1. In carrying out the Grade Separation Works:
 - (a) the City shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Grade Separation Works;
 - (b) except to the extent permitted in writing by 847, the City shall not, and shall not cause or permit any other Person to: (i) interfere with, obstruct, disrupt or otherwise block parking on the 847 Remainder Lands (including in respect of parking spaces currently in use on the 847 Remainder Lands); (ii) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste;
 - (c) the City shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Grade Separation Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) the City or its Authorized User shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The City or its Authorized User shall be responsible for filing any documents necessary for the Grade Separation Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. The City shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) the City shall ensure that the Grade Separation Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) the City shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any Grade Separation Works;
 - (g) a representative of the City shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) the City shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Grade Separation Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit the City or its Authorized Users to conduct the Grade Separation Works in accordance with this Agreement;
 - (i) regular construction hours of 7am to 7pm on weekdays are anticipated to be required in order to complete the Grade Separation Work in a timely fashion. The work shall be staged to minimize disruption to 847, the tenants of the 847 Lands from time to time, and the respective present and future business operations at or from the 847 Lands. Where

CAN: 43576640.9

required and where disruption to access or operations may occur, the Authorized Users may need to work overnight or on weekends to complete work at key crossings or conflict points. The City shall advise and coordinate all staging and scheduling plans with the owner and tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Grade Separation Works.

2. Upon completion of the Grade Separation Works, the City shall, at its sole expense, restore any damage to the Expropriated Easement Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Grade Separation Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon such lands.

DESCRIPTION OF GRADE SEPARATION WORKS

3. The Grade Separation Works relate to the Highbury Avenue bridge overpass and will be constructed fully within the City right-of-way and/or permanent easement, including retaining walls, new abutments and widening of the existing bridge to the west. Transition grading will be required along the toe of the retaining wall and extending north along the subject property frontage, with the majority of the grading kept within the City right-of-way and/or permanent easement. Some grading will extend on to the subject property to properly blend back in to existing grades, with slopes not to exceed 3:1 (horizontal to vertical).
4. All grading and ground-cover alongside the retaining walls and abutments to be constructed in connection with the Grade Separation Works and which form part of the 847 Remainder Lands shall be completed by the City as asphalt-paved parking areas based project specifications, acting reasonably; for certainty, such asphalt-paved parking areas shall extend fully to the edge of any such retaining walls and abutments alongside the 847 Remainder Lands. There shall be no grass or vegetation grading alongside any portion of the retaining walls or abutments which abut any portion of the 847 Remainder Lands. Any retaining walls and abutments abutting the 847 Remainder Lands shall be protected with curbing. All costs and expenses of the foregoing shall be for the account of the Project Partners, as applicable.
5. The Grade Separation Work shall include fencing based on project specifications, acting reasonably, which shall extend fully to the edge of any retaining walls and abutments alongside the 847 Remainder Lands. All costs and expenses of the foregoing shall be for the account of the Project Partners, as applicable.
6. The Grade Separation Work shall include lighting to be located at mutually agreed upon locations alongside the 847 Remainder Lands, based on project specifications, acting reasonably. All costs and expenses of the foregoing shall be for the account of the Project Partners, as applicable.
7. Following the Effective Date and prior to the commencement of the Grade Separation Works, the City and its Consultant Team will consult with the 847 Parties in respect of the grading, ground-cover, fencing and lighting as noted above to ensure that the requirements of the 847 Parties are understood and met in respect of same.

**SCHEDULE "D" to AGREEMENT AS TO COMPENSATION
MUNICIPAL SERVICES WORKS**

8. In carrying out the Municipal Services Works:
- (a) the City shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Municipal Services Works;
 - (b) except to the extent permitted in writing by 847, the City shall not, and shall not cause or permit any other Person to: (i) interfere with, obstruct, disrupt or otherwise block parking on the 847 Remainder Lands; (ii) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste; or (iii) trim or remove any trees on or affecting any property owned by 847;
 - (c) the City shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Municipal Services Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) the City or its Authorized User shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The City or its Authorized User shall be responsible for filing any documents necessary for the Municipal Services Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. The City shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) the City shall ensure that the Municipal Services Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) the City shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any Municipal Services Works;
 - (g) a representative of the City shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) the City shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Municipal Services Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit the City or its Authorized Users to conduct the Municipal Services Works in accordance with this Agreement;
 - (i) Regular construction Hours of 7am to 7pm weekdays are anticipated and required to complete the work in a timely fashion. The work shall be staged to minimized disruption to access and operations of the property, owners and tenants. Where required and where disruption to access or operations may occur, the City's contractor may need to

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work overnight or on weekend to complete work at key crossings or conflict points. The City shall advise and coordinate all staging and scheduling plans with the owner and tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Grade Separation Works.

9. Upon completion of the Municipal Services Works, the City shall, at its sole expense, restore any damage to the Expropriated Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Municipal Services Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon such lands.

DESCRIPTION OF MUNICIPAL SERVICES WORKS

10. The Municipal Services Works shall consist of the a new municipal watermain to be constructed within the proposed permanent easement, to replace/relocate the existing watermain within the existing easement, to facilitate the construction of the road/bridge widening. The new watermain shall be constructed fully within the proposed municipal easement, extending from the CP Rail crossing to approximately near the south end of the North American Trade School building where the watermain reconnects to the existing watermain. To accommodate the new watermain and hydro relocation, the private watermain fronting the Wise Buys building and up to the south end of the North American Trade School building will be relocated to outside of the proposed municipal easement. All existing connections and fire hydrants will be restored. The existing sanitary service fronting the Wise Buys building, servicing the Sheffield Moving & Storage building will also be relocated to outside of the municipal easement. The storm drain service to the North American Trade School building, at the southeast corner of the building, will also be replaced. All connections to the existing service and downstream sewers will be restored. The watermain/hydro relocation will also require the removal and replacement of existing fencing and gates within the proposed easement area. All fencing and gates will be replaced with similar materials, heights, and locations.

SCHEDULE "D-1" to AGREEMENT AS TO COMPENSATION
MUNICIPAL SERVICES EASEMENT

THIS GRANT OF EASEMENT made this ___ day of _____,

B E T W E E N:

847 Highbury Inc.
(the "Transferor")

- and -

THE CORPORATION OF THE CITY OF LONDON
(the "Transferee")

WHEREAS the Transferor is the fee simple owner of the lands legally described as Part of Lot 9, Concession 1, LONDON/LONDON TOWNSHIP being part of PIN #08290-0220 (LT) and more particularly described as parts 2, 6, and 7 on Expropriation Plan ER1545519 (the "Lands");

AND WHEREAS the Transferor has agreed to grant to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of EIGHTY ONE THOUSAND DOLLARS (\$81,000.00) of lawful money of Canada paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary, in, through, over, on and under the Lands.

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective

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847 Highbury Avenue North, London

successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

THE CORPORATION OF THE CITY OF LONDON

Name:
Title:
I have authority to bind the corporation

847 Highbury Inc.

David Hofstedter
President

**SCHEDULE "E" to AGREEMENT AS TO COMPENSATION
HYDRO WORKS**

11. In carrying out the Hydro Works:
- (a) Hydro shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Hydro Works;
 - (b) except to the extent permitted in writing by 847, Hydro shall not, and shall not cause or permit any other Person to: (i) interfere with, obstruct, disrupt or otherwise block parking on the 847 Remainder Lands; (ii) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste; or (iii) trim or remove any trees on or affecting any property owned by 847;
 - (c) Hydro shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Hydro Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) Hydro or its Authorized user shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. Hydro or its Authorized user shall be responsible for filing any documents necessary for the Hydro Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. Hydro shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) Hydro shall ensure that the Hydro Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) Hydro shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any planned Hydro Works of a non-emergency nature;
 - (g) a representative of Hydro shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) Hydro shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Hydro Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit Hydro or its Authorized Users to conduct the Hydro Works in accordance with this Agreement;
 - (i) Regular construction Hours of 7am to 7pm weekdays are anticipated and required to complete the work in a timely fashion. The work shall be staged to minimized disruption to access and operations of the property, owners and tenants. Where required and where disruption to access or operations may occur, the City's contractor may need to work overnight or on weekend to complete work at key crossings or conflict points. The

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City shall advise and coordinate all staging and scheduling plans with the owner and tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Hydro Works.

- (j) It is hereby acknowledged and agreed between the parties hereto that any references to the timing and performance of Hydro Works do not apply to emergency attendances and work that must be carried out on an urgent basis.
12. Upon completion of the Hydro Works, Hydro shall, at its sole expense, restore any damage to the Expropriated Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Hydro Works, as much as reasonably possible to the condition they were in before Hydro or its Authorized Users entered upon such lands.

DESCRIPTION OF HYDRO WORKS

13. The Hydro Works shall consist of new municipal hydro ducts to be constructed within the proposed permanent easement, to replace the existing overhead hydro servicing along the subject property frontage to facilitate the construction of the road/bridge widening. The new hydro ducts, manholes, and servicing shall be constructed fully within the proposed municipal easement, extending from the CP Rail crossing to approximately near the midpoint of the building north of the North American Trade School building where the new ducts will reconnect to the existing overhead hydro pole line. New underground services to Wise Buys and Sheffield Moving & Storage will also be constructed, replacing the existing aerial services. To accommodate the new hydro duct relocation and retaining wall installation, the existing communications service fronting the Wise Buys frontage and extending to the Sheffield Moving and Storage building will need to be relocated/replaced. The exact limits of the replacement will need to be confirmed on site during construction due to the lack of existing available information of the existing service. The scope of work also includes the installation of guy wires and support poles.

SCHEDULE "E-1" to AGREEMENT AS TO COMPENSATION
HYDRO EASEMENT

THIS GRANT OF EASEMENT made this ___ day of _____, 2022.

B E T W E E N:

847 Highbury Inc.
(the "Transferor")

- and -

London Hydro Inc.
(the "Transferee")

WHEREAS the Transferor is the fee simple owner of the lands legally described as Part of 9, Concession 1; LONDON/LONDON TOWNSHIP being part of PIN #08290-0220 (LT) and more particularly described as Parts 2, 6, 7, 10, 11, and 12 on Expropriation Plan ER1545519 ("the Lands").

AND WHEREAS the Transferor has agreed to grant to the Transferee an easement to supply a public utility service, in, over and upon the said lands;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross in perpetuity to enter on and construct, repair, replace, inspect, operate, maintain and make additions to their respective lines of electric power and services wires and cables, both buried and aerial, conduits, conduit structures, markers, equipment cabinets, fixtures, guys and anchors and equipment, and all appurtenances or accessories thereto, as the Transferee may from time to time and at any time hereafter deem requisite upon, over, under, along and across the Lands as may from time to time be unencumbered by any buildings or other structures, fences excepted, for the purposes of furnishing hydro-electric services to the premises from time to time which may exist on the lands and on adjoining land, whether owned by the Transferor or any other person or Corporation.

TOGETHER WITH the full right, liberty, privilege and easement in gross unto the Transferee, its successors and assigns and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

AND TOGETHER WITH the right to attach other wires, cables and accessories and authorize the attachment of wires, cables and accessories or the laying, repairing or renewing of underground cables, transformer vaults, services pedestals and any other fixtures or equipment by any other company or commission for the purpose only of supplying a public utility service to the Lands and/or adjoining lands.

IT SHALL BE LAWFULL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said Lands or to the Transferor from time to time. The Transferee shall have the right to remove soil, surfacing, and/or pavement as may be necessary or convenient in the exercise of the rights and privileges hereby granted.

THE TRANSFEEE COVENANTS to indemnify, defend with counsel and save harmless the Transferor from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of London Hydro Inc., liability on account of injury to, or death of, persons or damage or property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the defence of same, on account or in any way incident to the use of the Lands by the Transferee's employees, agents and contractors pursuant to this Easement except those claims, demands, suits, or causes of action arising out of the negligence of the Transferor.

THE TRANSFEEE FURTHER COVENANTS with the Transferor that it will restore the said Lands, to a condition approximately the same as the condition that existed immediately prior to each and every entry

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upon the said Lands.

THE TRANSFEROR FURTHER COVENANTS that no buildings or other structure shall be erected on or over the Lands without the written consent of the Engineer of the Transferee.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easement hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

It is hereby agreed that the covenants and agreements on the part of the Transferor shall run with the Lands, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

Where the context requires, the masculine shall be construed as feminine or neutral and the singular shall be construed as plural.

LONDON HYDRO INC.

Name:
Title:
I have authority to bind the corporation

847 Highbury Inc.

David Hofstedter
President

**SCHEDULE "F" to AGREEMENT AS TO COMPENSATION
TEMPORARY CITY WORKS**

1. In carrying out the Temporary City Works:
 - (a) the City shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Hydro Works;
 - (b) except to the extent permitted in writing by 847, the City shall not, and shall not cause or permit any other Person to: (i) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste; or (ii) trim or remove any trees on or affecting any property owned by 847;
 - (c) the City shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Temporary City Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) the City or its Authorized User shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The City or its Authorized User shall be responsible for filing any documents necessary for the Temporary City Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. The City shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) the City shall ensure that the Temporary City Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) the City shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any Temporary City Works;
 - (g) a representative of the City shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) the City shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Temporary City Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit the City or its Authorized Users to conduct the Temporary City Works in accordance with this Agreement;
 - (i) Regular construction Hours of 7am to 7pm weekdays are anticipated and required to complete the work in a timely fashion. The work shall be staged to minimized disruption to access and operations of the property, owners and tenants. Where required and where disruption to access or operations may occur, the City's contractor may need to work overnight or on weekend to complete work at key crossings or conflict points. The City shall advise and coordinate all staging and scheduling plans with the owner and

tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Grade Separation Works.

2. Upon completion of the Temporary City Works, the City shall, at its sole expense, restore any damage to the Expropriated Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Temporary City Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon such lands.

DESCRIPTION OF TEMPORARY CITY WORKS

3. The Temporary City Works shall consist of a temporary construction easement that has been identified to allow access on the subject property, outside of the proposed permanent easement. This easement area generally captures the limits of the proposed relocated private watermain and sanitary services. A temporary easement area has not been shown for the hydro service replacements to the buildings noted above. All surface works within the temporary easement area and as required to accommodate the hydro service replacement will be restored to as good or better condition than existing. Temporary access along the permanent easement will also be required to accommodate the trenchless watermain and hydro duct installation under the CP Rail tracks. Works will generally be confined to the CP right-of-way area and the east limits of the Sheffield Moving & Storage parking lot area. Where any existing fencing is removed to accommodate the work, temporary fencing will be provided to maintain separation of the work area. All fencing and surface works will be restored.

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SCHEDULE "F-1" to AGREEMENT AS TO COMPENSATION
TEMPORARY CITY WORKS EASEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

- and -

847 Highbury Inc.
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as PART LOT 9 Concession 1; LONDON/LONDON TOWNSHIP being part of PIN #08290-0220 and more particularly described as parts 1, 8, 10, 13, and 14 on Expropriated Plan ER1545519 (the "Temporary Easement Lands").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Construction Access Easement:** The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a non-exclusive and temporary easement in gross, free and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. **Consideration:** The City shall pay the Owner the total amount of TWO DOLLARS (\$2.00) as payment for the Temporary Easement, payable in cash or cheque on or before January 8, 2024.
3. **Term:** The parties agree that this Temporary Easement shall be in effect from January 8, 2024 to December 31, 2025 or for such further period as the parties may agree (the "Term").
4. **Extension of Term:** The Owner hereby grants the City an option to extend the Term of this Temporary Easement up to two (2) times, each for an additional period of one (1) year. Each extension shall commence at the end of the existing Term and shall take effect upon:
 - a. Written notice being provided by the City to the Owner exercising the option to extend; and
 - b. The City providing an additional payment to the Owner in the total amount of TWO DOLLARS (\$2.00) per annum,all to be provided prior to the commencement of each extension of the Term.
5. **Additional Terms:**
 - a. The City shall make best efforts to restore the Easement Lands to its original condition prior to entry prior to the expiry of the Term.
 - b. The Easement Lands will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the Term.
 - c. The sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
6. **Indemnity:** The City shall indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence

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of same, reasonably caused by the use of the Temporary Easement by the City's employees, agents and contractors, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner.

7. Successor & Assigns:

- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and assigns of the undersigned.
- b. The City may, at its option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.

DATED this _____ day of _____,

847 Highbury Inc.

Name: David Hofstedter
Title: President

I have authority to bind the corporation

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 A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "G" to AGREEMENT AS TO COMPENSATION
DISPUTE RESOLUTION PROCEDURE

1. Overview

Except as otherwise expressly set out in this Agreement or as all parties to the Dispute may otherwise agree to in writing, the Dispute Resolution Procedure shall be followed in the order set out below:

- (a) the Dispute Resolution Procedure shall be started by delivery of a notice ("**Dispute Notice**") from one party to both of the other parties providing details of the Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute. A Dispute Notice must expressly state that it is a notice of dispute or a dispute notice;
- (b) the parties shall attempt to resolve the Dispute identified in a Dispute Notice at a Settlement Meeting (as defined below) conducted in accordance with paragraph 2 of this Schedule; and
- (c) if the Settlement Meeting does not result in resolution of the Dispute within the period contemplated in paragraph 2 of this Schedule, any party to the Dispute may refer the Dispute to arbitration in accordance with paragraph 3 of this Schedule, failing which any party to the Dispute may commence litigation in accordance with paragraph 4 of this Schedule.

2. Settlement Meeting

- (a) Within fifteen days after the delivery of a Dispute Notice, the parties' respective representatives shall meet at a mutually acceptable time and place to attempt to resolve the Dispute (a "**Settlement Meeting**"). For greater certainty, the parties may, by mutual agreement, hold Settlement Meetings by phone or video conference. The parties will, through their respective representatives, make reasonable efforts to resolve the Dispute amicably and promptly, and may, by mutual agreement, meet subsequently in an effort to resolve the Dispute.
- (b) If the Dispute is not resolved through the Settlement Meeting or subsequent meeting(s) within 21 days from delivery of the Dispute Notice, then any party may refer the Dispute to arbitration in accordance with paragraph 3 of this Schedule, failing which any party may commence litigation in respect of the Dispute pursuant to paragraph 4 of this Schedule.
- (c) All negotiations held pursuant to this paragraph 2 will be held on a without prejudice and confidential basis and will not be disclosed, used or sought to be introduced by any party as evidence at any other proceeding. All information and documents provided or made available by or on behalf of a party or its representatives in connection with efforts to resolve a Dispute in accordance with this paragraph 2 shall be provided or made available, as the case may be, on a without prejudice and confidential basis.

3. Arbitration

- (a) Any party may refer to arbitration:
 - A. any Dispute which is not resolved by agreement between the Parties within the period contemplated in paragraph 2;
 - B. any Dispute which another provision of this Agreement expressly provides may be directed to arbitration in accordance with this paragraph 3; or
 - C. any Dispute relating to the scope of arbitration or whether a Dispute is properly referable to arbitration pursuant the terms of this Agreement.
- (b) A Dispute referred to arbitration shall be decided by a single arbitrator. A Dispute shall be referred to arbitration by the party desiring arbitration (the "**Initiating Party**") giving notice to the other party or parties entitled to the participate in the arbitration proceedings (the "**Responding Party**") specifying the matter to be arbitrated and submitting the names of three potential arbitrators that would be acceptable to the Initiating Party (the "**Arbitration Notice**"). The date of delivery of the Dispute Notice is the "**Arbitration Commencement Date**".

- (c) Within 14 days of the Arbitration Commencement Date, the Responding Party shall either select one of the three potential arbitrators proposed by the Initiating Party or submit the names of three potential arbitrators that would be acceptable to the Responding Party. If the parties are not able to agree on an arbitrator within 28 days of the Arbitration Commencement Date, then any party may apply to the Ontario Superior Court of Justice, in accordance with the provisions of the *Arbitration Act, 1991* (Ontario), to have an arbitrator appointed. Each party shall bear its own costs with respect to the application to the Ontario Superior Court of Justice for such purpose.
- (d) All arbitrators presented for consideration pursuant to this paragraph 3 must have qualifications and experience relevant to the issues in the Dispute and also have qualifications and experience as arbitrators. In selecting an arbitrator, the parties and, as applicable, the Ontario Superior Court of Justice, shall have regard to the education, training or experience to decide the matter in Dispute and shall use reasonable efforts to select an arbitrator with at least ten years' related experience.
- (e) Except in respect of the process for selecting arbitrators (which shall be as set out above) or as otherwise expressly provided herein, the arbitration shall be conducted and determined in accordance with the *Arbitration Act, 1991* (Ontario) and the ADR Institute of Canada Arbitration Rules that are in force at the time of the arbitration. For greater certainty, unless the parties to the Dispute otherwise agree in writing, the ADR Institute of Canada will not administer the arbitration of the Dispute.
- (f) The arbitrator will have the authority to award any remedy or relief that a judge of the Ontario Superior Court of Justice could order or grant in accordance with this Agreement.
- (g) All meetings and hearings will take place in the English language in the City of London. The arbitrator shall proceed promptly to hear and determine the Dispute. Subject to the foregoing, the arbitrator may fix the date, time and place of meetings and hearings in the arbitration and will give all parties adequate notice of same. Subject to any adjournments which the arbitrator allows, or any written agreement of the parties to the contrary, the final hearing will be continued on successive Business Days until it is concluded. All meetings and hearings will be in private unless the parties otherwise agree in writing and each party will be entitled to be represented at any meetings or hearings by legal counsel. Any party may examine and re-examine all its own witnesses at the arbitration and may cross-examine all of the other parties' witnesses, provided the cross-examining party has taken a position adverse to the party for whom the witness is giving evidence.
- (h) Except as otherwise agreed to in writing by the parties to the Dispute, the arbitration will be kept confidential and the existence of the proceedings and any element of it (including any pleadings, briefs or other documents submitted and exchanged, and testimony or other oral submission and any awards) will not be disclosed by the arbitrator, the parties, their respective counsel or any person necessary to conduct the proceeding, except as may be required by applicable law or as lawfully required in judicial proceedings related to the arbitration or otherwise.
- (i) Notwithstanding any provision to the contrary in the procedural rules applicable to the arbitration or any applicable legislation, unless agreed by the parties in writing, the arbitrator shall not be entitled to retain his/her own expert.
- (j) Unless the parties agree in writing to the contrary, the arbitrator shall be required to make and send a decision in writing to the parties not later than 30 days after the conclusion of the hearing and, unless the parties agree in writing otherwise, shall provide reasons as part of such decision. Costs may be awarded by the arbitrator in accordance with the ADR Institute of Canada Arbitration Rules unless the parties have previously agreed in writing on the basis for the apportionment of costs.
- (k) The decision of the arbitrator will be final and binding upon the parties as to any matter or matters so submitted to arbitration and subject only to judicial review or an appeal in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). Judgment may be entered upon the award in accordance with applicable laws in any court having jurisdiction.

4. Litigation

- (a) If a Dispute Notice has been issued by a party in accordance with the requirements of this Agreement and no Arbitration Notice has been issued by a party to the other parties within the prescribed timeframe, then any party may commence litigation in respect of the Dispute in the Ontario Superior Court of Justice at Toronto.

5. Mediation

- (a) Nothing in this Agreement shall prevent the parties from agreeing to a mediation of any Dispute pursuant to mutually agreeable terms at any time after a Dispute Notice has been delivered and a Settlement Meeting has been conducted.
- (b) Any mediation held pursuant to this paragraph 5 will be held on a without prejudice and confidential basis and will not be disclosed, used or sought to be introduced by any party as evidence at any other proceeding. All information and documents provided or made available by or on behalf of a party or its representatives in connection with efforts to resolve a Dispute in accordance with this paragraph 5 shall be provided or made available, as the case may be, on a without prejudice and confidential basis.

6. Strict Compliance with Time Limits

- (a) The parties agree that timely resolution of any Dispute is mutually beneficial and, in order to achieve timely resolution, the time limits as set out in this Dispute Resolution Procedure shall be strictly enforced. Notwithstanding the preceding sentence, the parties may, from time to time, agree in writing to extend any of the time periods contemplated in this Dispute Resolution Procedure as they relate to a particular Dispute, and each party shall act reasonably in this regard.

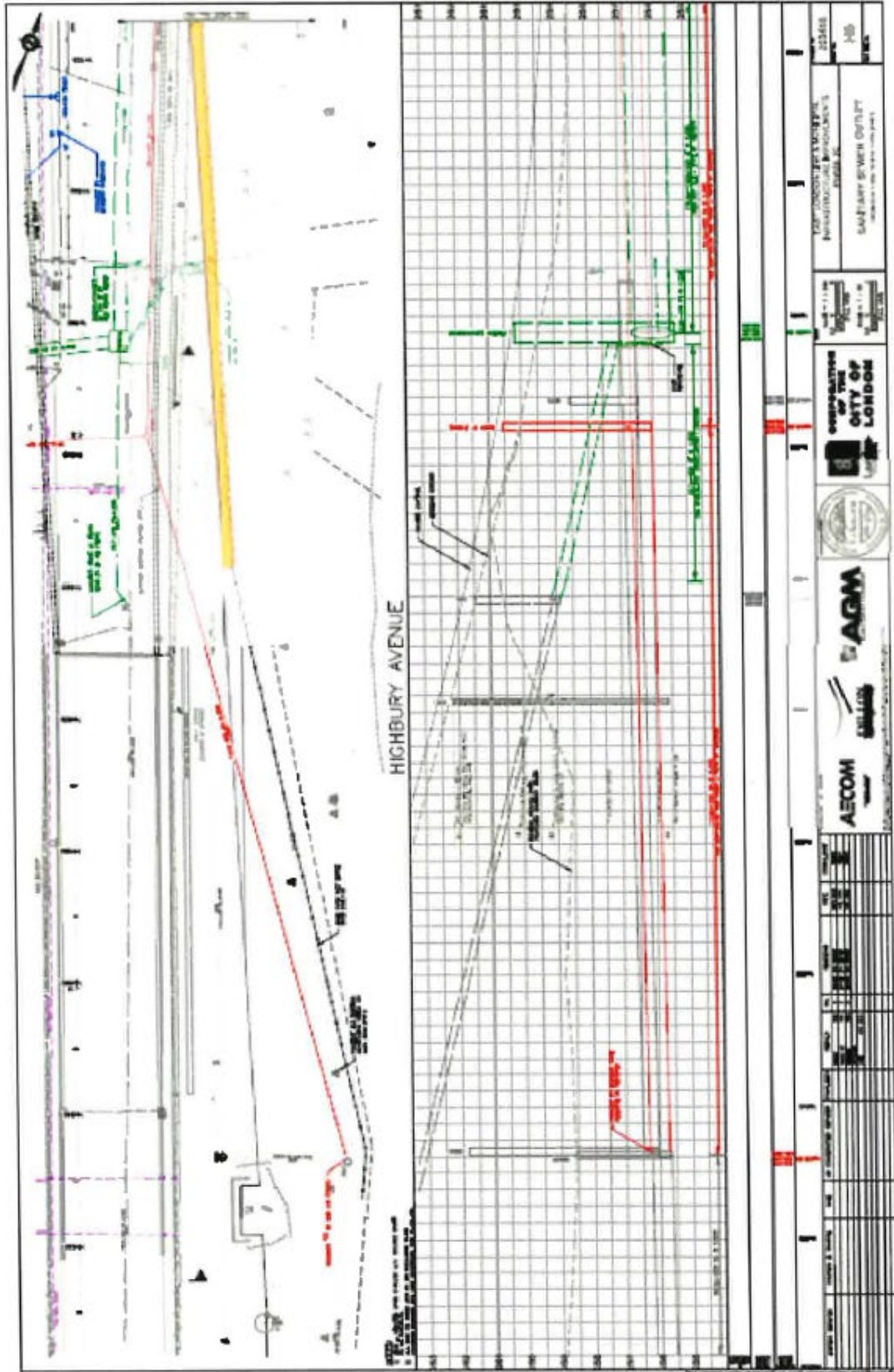
7. Performance During Dispute

- (a) Notwithstanding the existence of any Dispute, the parties shall, to the extent not precluded by the matter in Dispute, continue to diligently carry out their respective obligations under this Agreement without prejudice to any party's right to contest, dispute and challenge the relevant matter in accordance with the provisions of this Agreement.

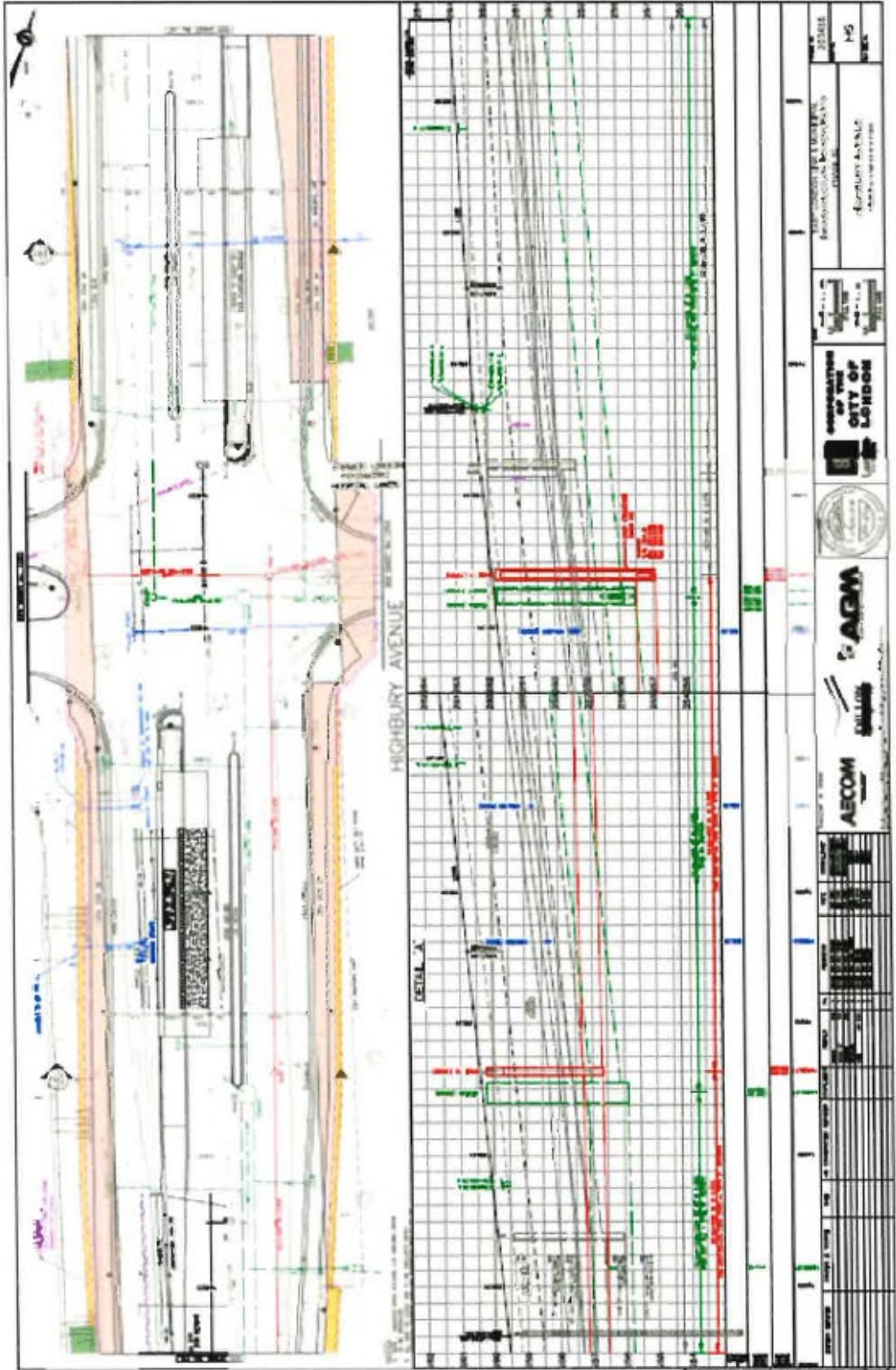
8. Interim Protection

- (a) Nothing contained in the Dispute Resolution Procedure or any other provision of this Agreement will prevent any party from seeking interim protection from the Ontario Superior Court of Justice, including without limitation, seeking an interlocutory injunction where available pursuant to applicable law, if necessary to prevent irreparable harm to a party.

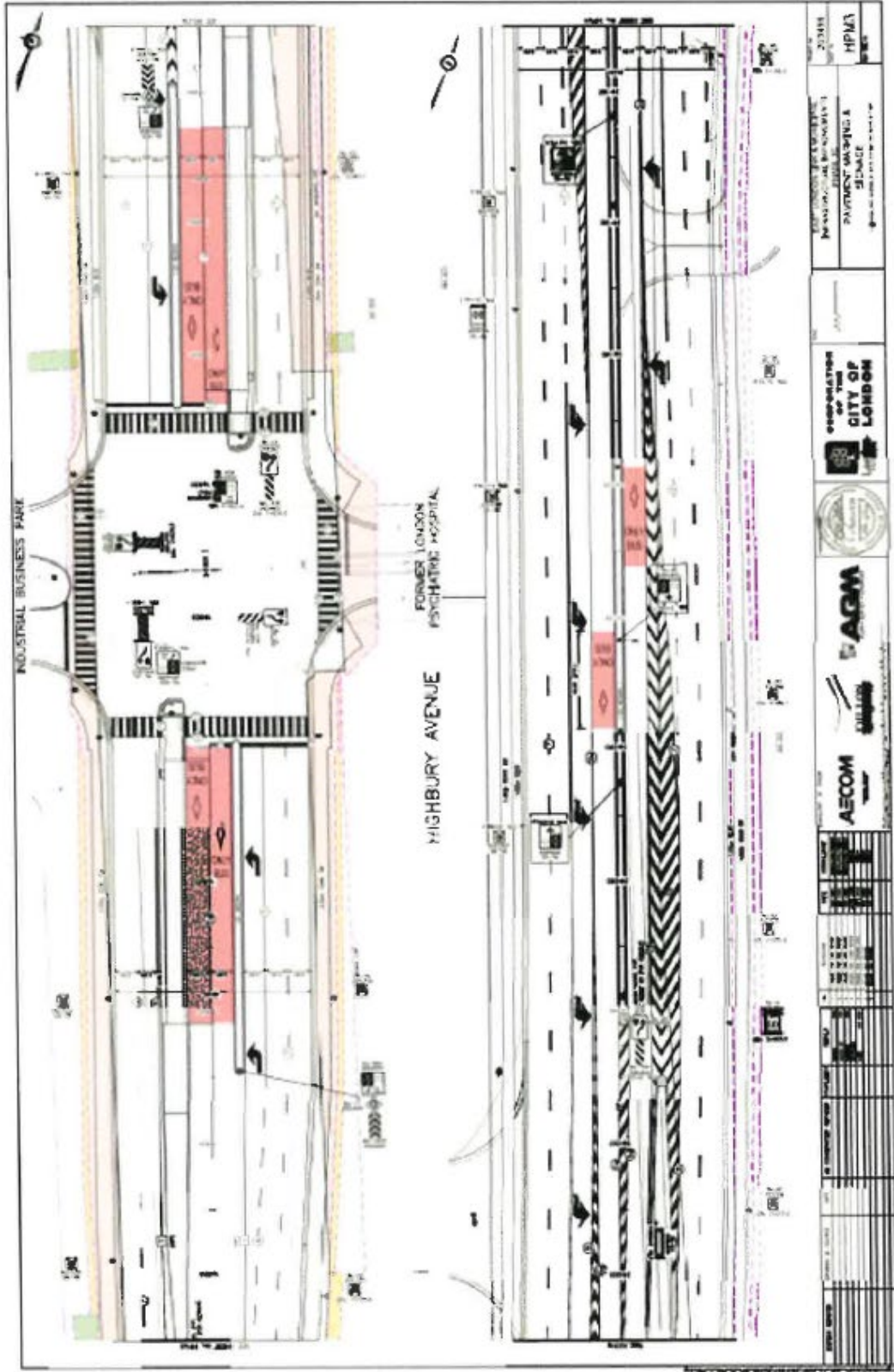
**SCHEDULE "H" to AGREEMENT AS TO COMPENSATION
SKETCH OF MAIN ENTRANCE AND NORTHERLY ENTRANCE**



CAN: 43576640.9



CAN: 43576640.9



CAN: 43576640,9

Appendix A – Source of Financing Report

Appendix "A" CONFIDENTIAL

#24005

January 15, 2024
(Settlement Agreement)

Chair and Members
Corporate Services Committee

RE: 847 Highbury Ave North
East London Link Project
(Subledger LD220069)
Capital Project RT1430-3B - East London Link - Land Rapid Transit
847 Highbury Inc.

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	2,202,008	390,948	13,407,044
Total Expenditures	\$16,000,000	\$2,202,008	\$390,948	\$13,407,044

Sources of Financing

Capital Levy	1,069,947	147,252	26,143	896,552
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	2,054,756	364,805	12,510,492
Total Financing	\$16,000,000	\$2,202,008	\$390,948	\$13,407,044

Financial Note:

Purchase Cost	\$250,000
Add: Due Diligence and Other Costs	132,000
Add: Land Transfer Tax	2,225
Add: HST @13%	49,660
Less: HST Rebate	-42,937
Total Purchase Cost	\$390,948

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

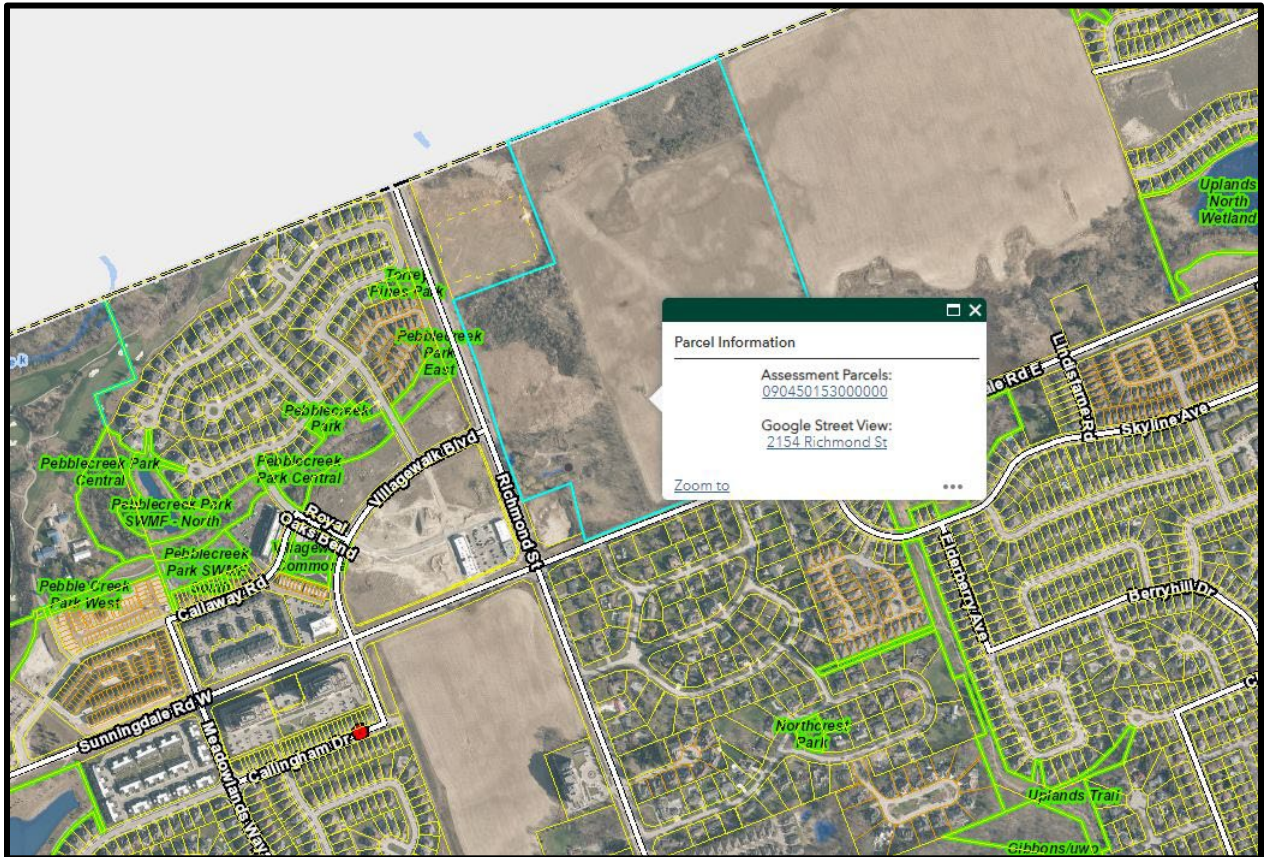


Jason Davies
Manager, Financial Planning & Policy

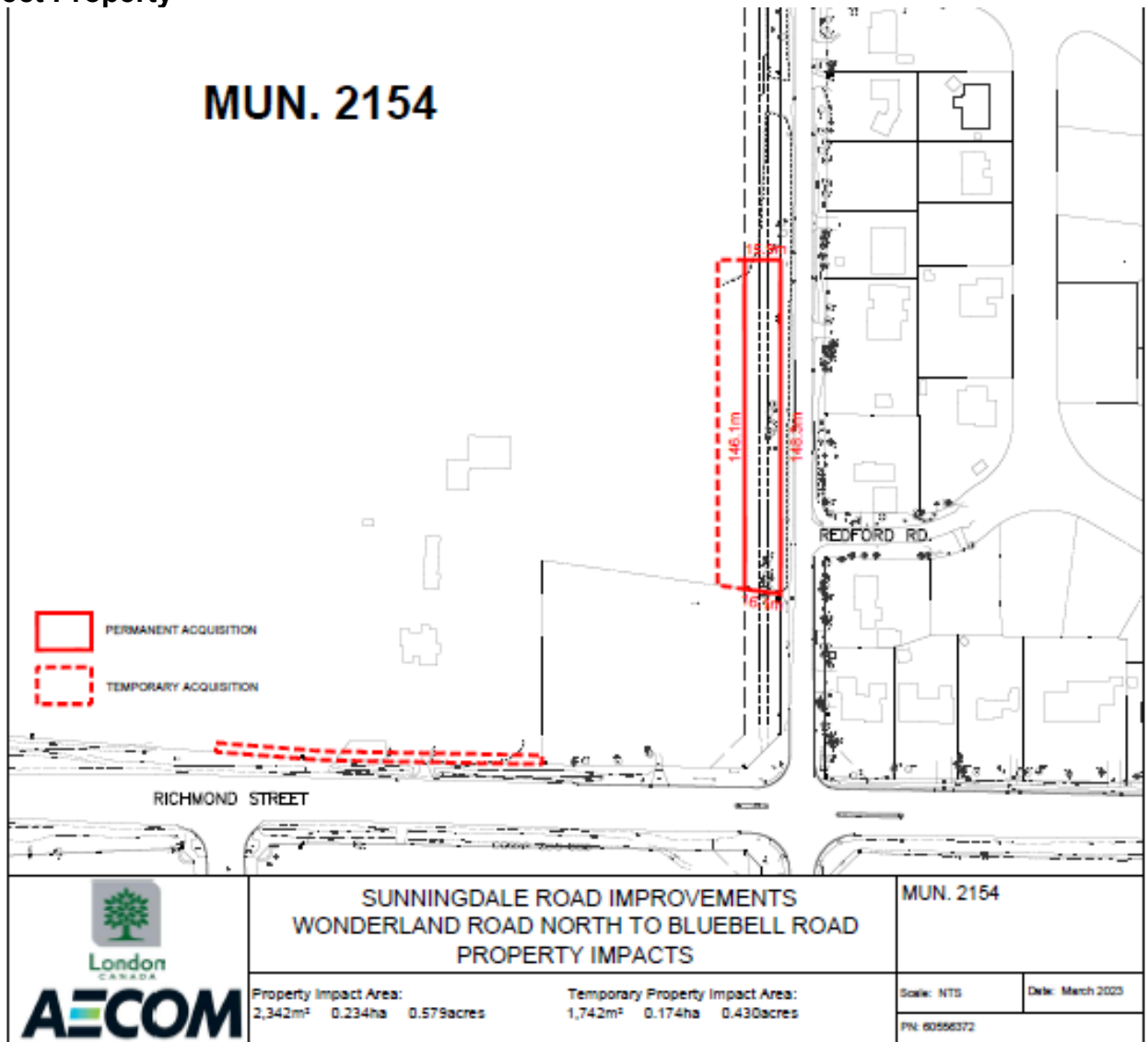
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Appendix B – Location Map

Parent Parcel



Subject Property



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DREWLO HOLDINGS INC.

REAL PROPERTY:

Address 2154 Richmond Street, London, Ontario N5X 4B8

Location Intersection of Richmond Street and Sunningdale Road East.

Approximate Measurements Frontage: 151.912m. (498.39 ft)
Depth: 16.055m (52.67 ft) on West side, 15.905m (52.18 ft) on East side.
Area: 2398.28m² (25,814.87 ft²)
Shape: Rectangular-like

Legal Description: Part of Lot 16, Concession 6 (Geographic Township of London) In the City of London, County of Middlesex, Designated as Part 2,3,4,5 on Reference Plan 33R-21696 Being Part of PIN 08145-0152 as shown in Schedule "A" attached hereto to be more particularly described on a reference plan to be deposited. (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FIVE HUNDRED FOUR THOUSAND DOLLARS (\$504,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
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 January 26th, 2024, after which date, if not accepted by Council, this Offer shall be null, and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on April 12th, 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 April 26th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall

be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes. The Purchaser will indemnify and save the Vendor harmless from all losses, costs, claims, third party actions, damages and expenses of every nature and kind which the Vendor may suffer as a result of the early access to the Property save and except any claims resulting from the negligence of the Vendor.
24. **NO MERGER:** The parties hereby agree that the covenants and obligations in Section 21, 23 and Schedule B shall survive and shall not merge upon completion of this transaction



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 _____ 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

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 19th day of December 2023.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Signature: _____


Allan Drewlo

VENDOR'S LAWYER: Beth Mullin, 1800-140 Fullarton Street, London ON N6A 5P2, 519-672-5666 ext.7324, F:519-672-2674, beth.mullin@mckenzielake.com

PURCHASER'S LAWYER: Sachit Tataavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"

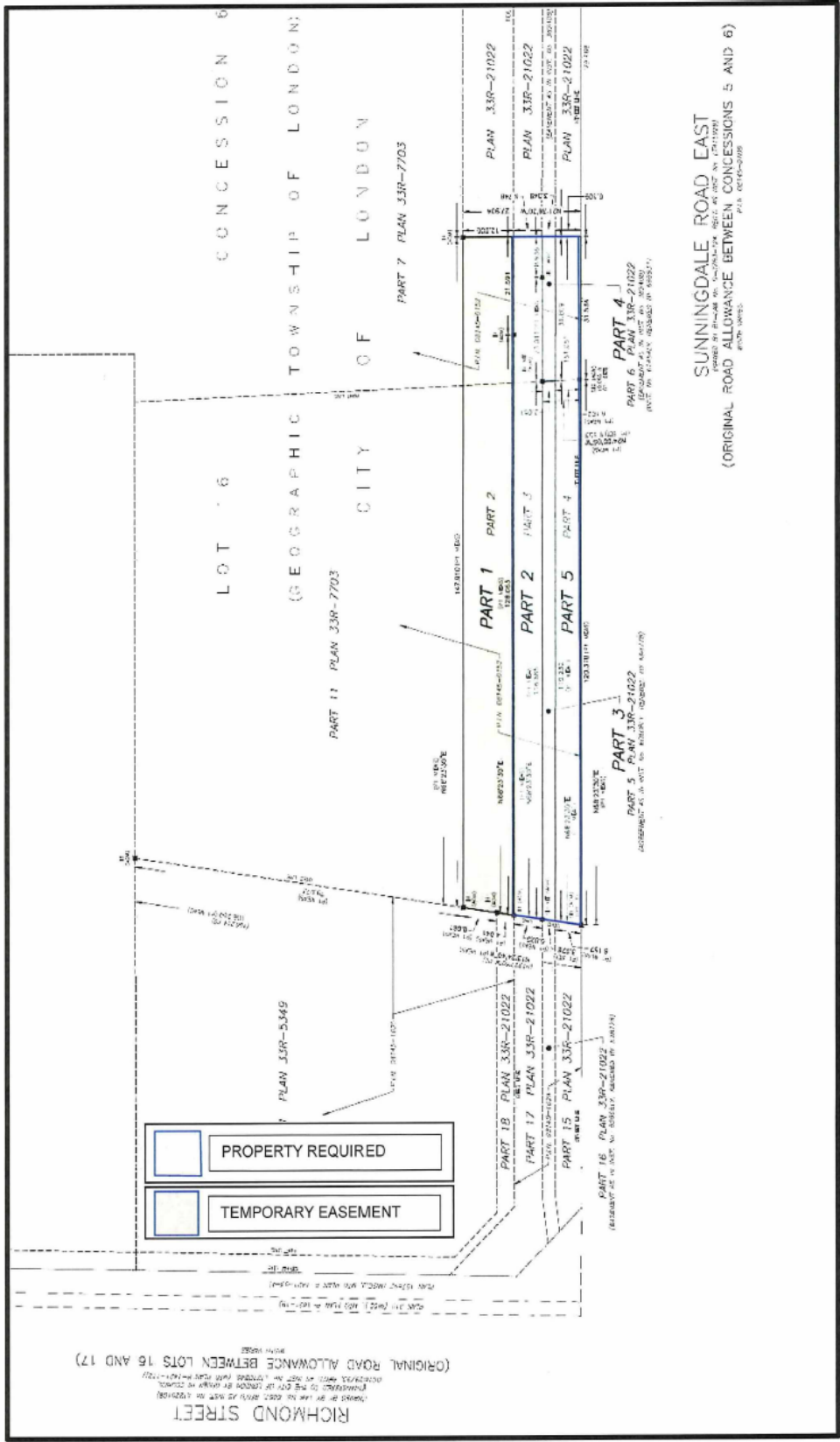
LEGAL DESCRIPTION:

Part of Lot 16, Concession 6 (Geographic Township of London)
 In the City of London, County of Middlesex
 Designated as Part 2,3,4,5 on Reference Plan 33R-21696, being Part of PIN 08145-0152



PART SCHEDULE						
PART	LOT	CONCESSION	P.I.N.	AREA TABLE		MOST RECENT TRANSFEREE
				sq. m	sq. ft	
2	PART OF 16	6	PART OF 08145-0152	1013.19	10905.89	DREWLO HOLDINGS INC.
3			PART OF 08145-0152	362.60	3902.99	
4			PART OF 08145-0152	97.15	1045.71	
5			PART OF 08145-0152	925.34	9960.28	

PARTS 1, 2, 3, 4 AND 5 COMPRISE PART OF P.I.N. 08145-0152.
 PART 4 IS SUBJECT TO EASEMENT AS IN INST. No. 382408.



SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 60 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

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

4. **AS IS, WHERE IS:** The Purchaser acknowledges and agrees that:
 - (i) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection therewith;
 - (ii) the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Completion Date and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter, the quality thereof or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Property; and
 - (iii) on the Completion Date, the Purchaser shall fully and irrevocably release the Vendor from any and all claims that the Purchaser may now have or hereafter acquire against the Vendor for any cost, loss, liability, damage, expense, demand, action or cause of action arising from any information or documentation in respect of the Property. Without limiting the foregoing, the Vendor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person.

The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof save as otherwise expressly provided in this Agreement.

5. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the completion of this transaction, the Vendor will grant to the Purchaser a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.
6. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.



Schedule - C

TEMPORARY EASEMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

And

DREWLO HOLDINGS INC.
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as 2154 Richmond Street and more particularly described in the attached Schedule "A1" (the "Easement Lands" with legally described – "Part of Lot 16, Concession 6 (Geographic Township of London) In the City of London, County of Middlesex, Designated as Part 1 on Reference Plan 33R-21022, being Part of PIN 08145-0152 and Designated as Part 1 on Reference Plan 33R-21696, being Part of PIN 08145-0152").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Construction Access Easement: The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement in gross, free and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. Consideration: The City shall pay the Owner the total amount of FIFTY THOUSAND DOLLARS (\$50,000.00) as payment for the Temporary Easement, payable in cash or cheque on or before May 1st, 2024.
3. Term: The parties agree that this Temporary Easement shall be in effect from May 1st, 2024, to April 30th, 2025, or for such further period as the parties may agree (the "Term").

The City covenants to execute such documentation as is necessary to delete and remove this temporary easement from title to the Property forthwith upon the expiration of the Term (or any extension Term).

4. Extension of Term: The Owner hereby grants the City an option to extend the Term of this Temporary Easement up to two (2) times, each for an additional period of one (1) year. Each extension shall commence at the end of the existing Term and shall take effect upon:
 - a. Written notice being provided by the City to the Owner exercising the option to extend;
AND
 - b. The City providing an additional payment to the Owner in the total amount of FIFTY THOUSAND DOLLARS (\$50,000.00)

all to be provided prior to the commencement of each extension of the Term.

5. Deferral of Term: The City may, at its sole option, defer the commencement of the Term to May 1st 2025, provided a minimum 30 days' notice is provided to the Owner. If the commencement of the Term is deferred by the City, the following conditions apply:
 - a. Any consideration previously paid for the original Term shall be credited towards the amended Term of this Agreement and no further payment shall be required for the Term, unless an option to extend is exercised in accordance with Section 4 above;
 - b. The deferral of the commencement date of the Term shall not extend the total time period contemplated by this Agreement for the initial Term and Extension Terms. For clarity, a deferral shall be deemed to be a waiver by the City of one (1) of the options to extend available under Section 4 above; and
 - c. The Owner shall notify any subsequent owners of the Easement Lands of any deferral of the Term exercised by the City, including whether the consideration for the deferred Term of the Agreement has already been paid by the City, prior to any transfer of the Easement Lands



6. Additional Terms:

- a. The City shall make best efforts to restore the Easement Lands to its original condition prior to entry prior to the expiry of the Term.
- b. The Easement Lands will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the Term.
- c. The proposed use of the Temporary Easement has been reviewed by the Owner and the sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.

7. Indemnity: The City shall indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defiance and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, reasonably caused by the use of the Temporary Easement by the City's employees, agents and contractors, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner. This indemnity shall survive expiry of the Term.

8. Successor & Assigns:

- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and assigns of the undersigned.
- b. The City may, at it's option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.
- c. In the event that a transfer in ownership of the Easement Lands in whole or part is contemplated prior to the expiry of the term of this Agreement (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Easement Lands, in a form prescribed by the City, to abide by the terms of this Agreement and assume all obligations of the Owner herein, at no additional cost to the City.

9. Throughout the Term, the City shall deliver to the Owner evidence satisfactory to the Owner of liability insurance having a face value of not less than \$5,000,000.00 and declaring the Owner to be an additional insured.



DATED at London this 14th day of December 2023

DREWLO HOLDINGS INC.



Signature: Allan Drewlo

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 A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

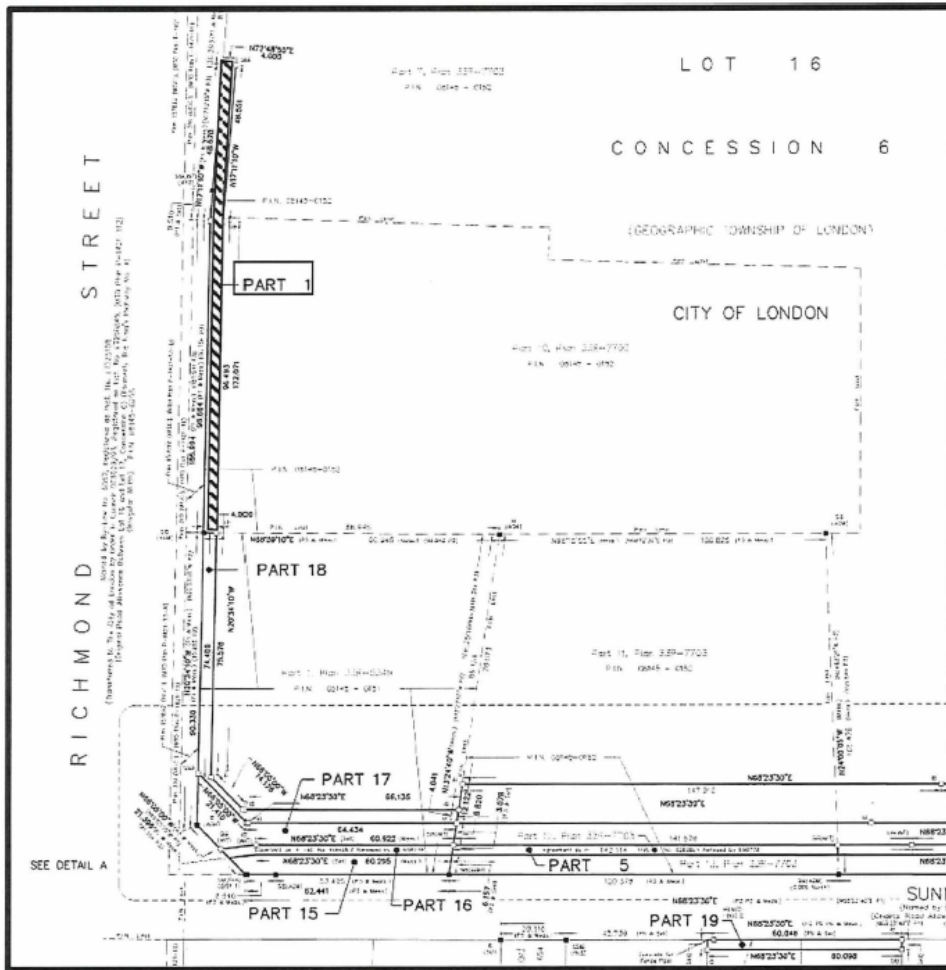
Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "A1"

LEGAL DESCRIPTION:

Part of Lot 16, Concession 6 (Geographic Township of London)
 In the City of London, County of Middlesex
 Designated as Part 1 on Reference Plan 33R-21022, being Part of PIN 08145-0152
 and Designated as Part 1 on Reference Plan 33R-21696, being Part of PIN 08145-0152

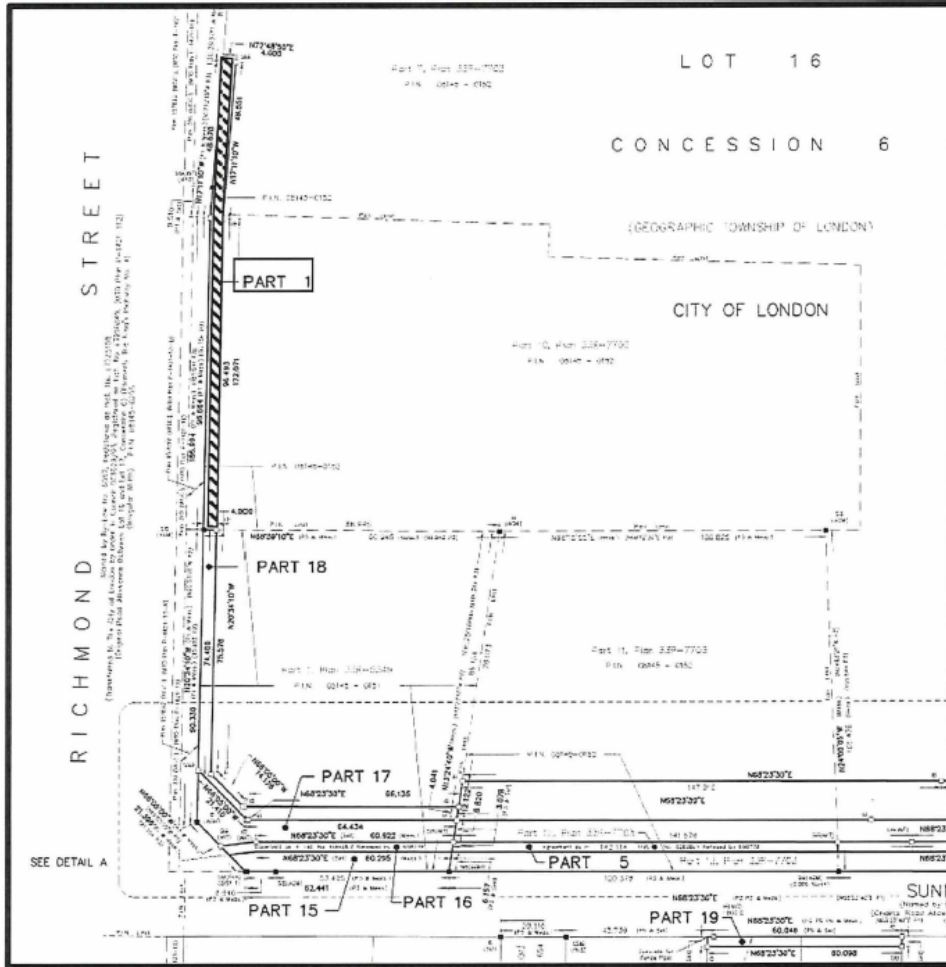


PARTS SCHEDULE						
PART	LOT/E/LDR	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drew's Holdings Inc.	0.05608 Hectares	0.1435 Acres

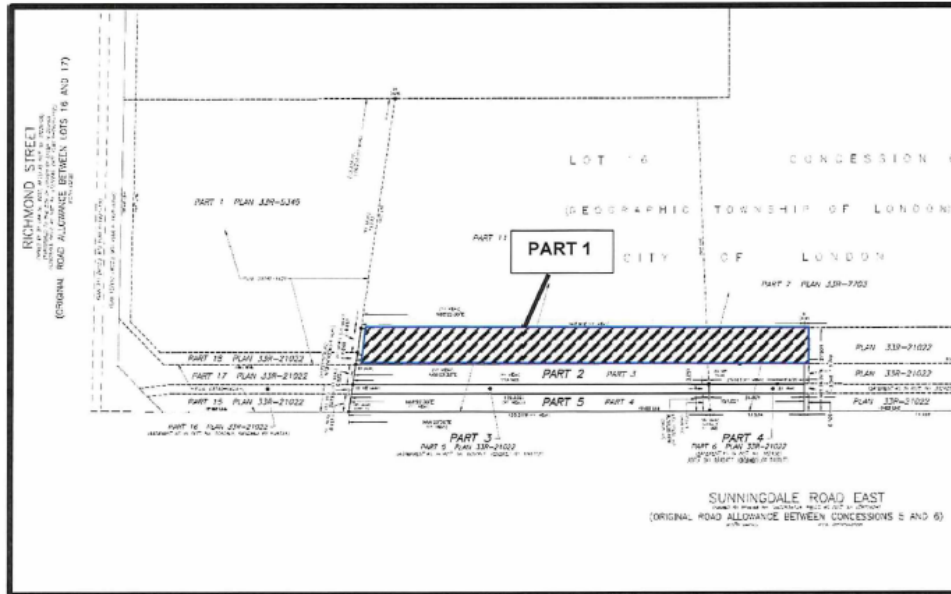
SCHEDULE "A1"

LEGAL DESCRIPTION:

Part of Lot 16, Concession 6 (Geographic Township of London)
 In the City of London, County of Middlesex
 Designated as Part 1 on Reference Plan 33R-21022, being Part of PIN 08145-0152
 and Designated as Part 1 on Reference Plan 33R-21696, being Part of PIN 08145-0152



PARTS SCHEDULE						
PART	LOT/ECCOR	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drew a Holdings Inc.	0.05608 Hectares	0.1435 Acres



PART SCHEDULE						
PART	LOT	CONCESSION	P.I.N.	AREA TABLE		MOST RECENT TRANSFEREE
				sq. m	sq. ft	
1	PART OF 16	6	PART OF 08145-0152	1785.48	19218.75	DREWLO HOLDINGS INC.



Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24006
January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - 2154 Richmond St
Sunningdale Road Improvement Project
(Subledger LD200039)
Capital Project TS1496 - Sunningdale Road Widening - 150m W of Richmond to 150m E of Richmond
Drewlo Holdings

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the 2024 Proposed Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Proposed 2024 Budget (Note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	0	600,000	600,000	0	0	600,000
Land Purchase	0	699,663	699,663	0	699,663	0
Construction	0	9,338,217	9,338,217	0	0	9,338,217
Utilities	153,000	0	153,000	220	0	152,780
Total Expenditures	\$153,000	\$10,637,880	\$10,790,880	\$220	\$699,663	\$10,090,997

Sources of Financing


Debenture Quota	6,120	425,515	431,635	9	27,987	403,640
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	0	10,212,365	10,212,365	211	671,676	9,540,477
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 2)	146,880	0	146,880	0	0	146,880
Total Financing	\$153,000	\$10,637,880	\$10,790,880	\$220	\$699,663	\$10,090,997

Financial Note:

Purchase Cost	\$504,000
Add: Temporary Easement	150,000
Add: Legal Fees	5,000
Add: Appraisal Costs	5,000
Add: Land Transfer Tax	6,555
Add: HST @13%	86,320
Less: HST Rebate	<u>-57,212</u>
Total Purchase Cost	<u>\$699,663</u>

Note 1: This project is included in the 2021 Development Charges Background Study Update and 2024-2027 Multi-Year Budget, subject to final budget approval.

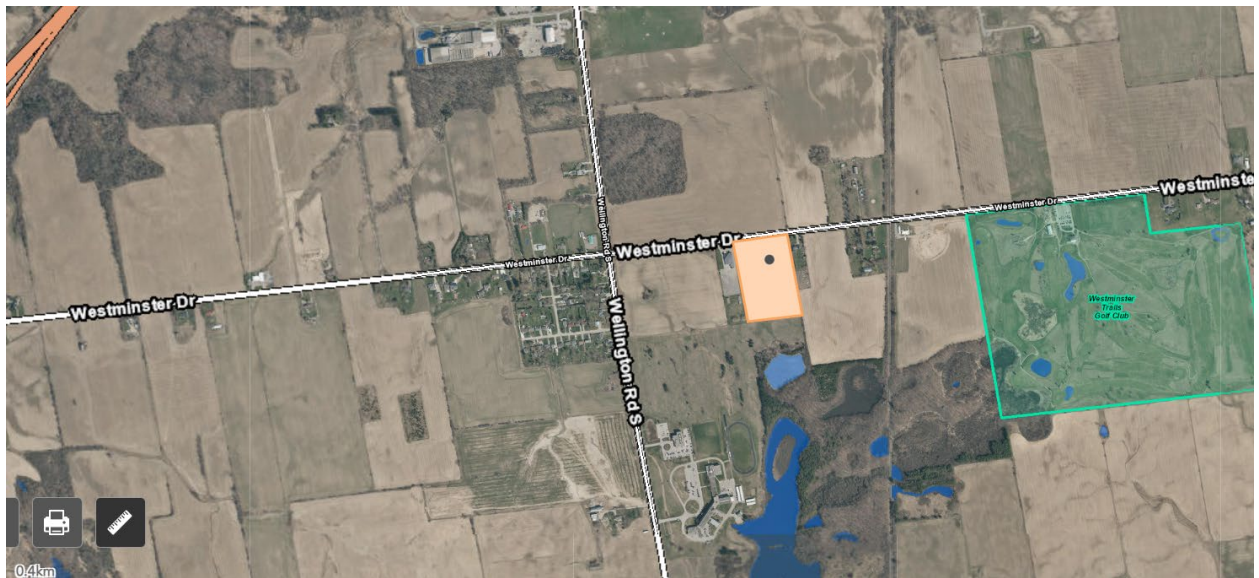
Note 2: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Kyle Murray
Director, Financial Planning & Business Support
lp

Appendix B – Location Map & Aerial

LOCATION MAP OF 2835 Westminster Drive



AERIAL OF 2835 Westminster Drive



Appendix C – Agreement of Purchase and Sale

DocuSign Envelope ID: DEC68842-9D30-4E30-9B41-94B88DC74BFA



Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 29 day of November, 2023

BUYER: The Corporation of the City of London, agrees to purchase from
(Full legal names of all Buyers)

SELLER: Thames Valley District School Board, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 2835 Westminster Drive

fronting on the south side of Westminster Drive

in the City of London

and having a frontage of 611.64 Feet more or less by a depth of 889.79 Feet more or less

and legally described as
PART LOT 15 CONCESSION 5 AS IN 224251; SUBJECT TO 124380, 224251 LONDON/WESTMINSTER

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 2,300,000.00

Two Million Three Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 215,000.00 100,000.00

by negotiable cheque payable to CBRE Limited Harrison Pensa LLP "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller until 5:00 on
(Seller/Buyer) (a.m./p.m.)
the 29 day of November, 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 22 day of December, 2023. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

January 7

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: Nick.Steele@CBRE.com
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
As defined in Schedule A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**


6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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CITY OF LONDON
CITY OF LONDON
DATE: Nov 29/23 Form 500 Revised 2023 Page 2 of 6

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of December, 2023, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself 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. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.


10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 


INITIALS OF SELLER(S): 

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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 Form 500 Revised 2023

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date) 11/29/2023

 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date) 11/29/2023

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
 DocuSigned by:

 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date) 11/29/2023

 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20..... (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	CBRE LIMITED (416) 674-7900 (Tel.No.)
NICK STEELE (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	(Tel.No.)
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Seller) (Date) (Buyer) (Date) 11/29/2023
..... (Seller) (Date) (Buyer) (Date) 11/29/2023
Address for Service	Address for Service
..... (Tel. No.) (Tel. No.)
Seller's Lawyer	Buyer's Lawyer
Address	Address
Email	Email
..... (Tel. No.) (Fax. No.) (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:	
..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the City of London, and

SELLER: Thames Valley District School Board

for the purchase and sale of 2835 Westminster Drive London

dated the 29 day of November, 2023

Buyer agrees to pay the balance as follows:

Deposit:
The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft, electronic transfer or certified cheque, to the Seller's lawyer on the completion of this transaction.

The deposit will be firm and non refundable and due within two (2) business days following completion of this transaction. The deposit will be held in a non-interest barding trust account by CBRE Limited.

Confirmation of Offer Type:
This Agreement is deemed firm and non-refundable. Failure to complete this transaction by the Buyer will result in forfeiture of the Buyers deposit to the Seller and potential further legal recourse.

Assignment:
The Buyer may assign this Agreement at any time to a corporation existing at the time of acceptance or to be incorporated and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favor of the Seller to be bound hereby as Buyer. Then upon closing of the transaction contemplated herein the Buyer herein before named shall stand released from all further liability hereunder. For clarity, the Buyer may not assign this Agreement to an unrelated third party for the purpose of profiteering prior to Closing.

Seller Deliveries:
The Seller agrees to immediately convey all available and relevant documentation that are available to them relating to the status and condition of the Property. This includes, but is not limited to, surveys, floorplans, tax bills and any other documentation that may be deemed relevant to determining the salability of the Property. All documents already provided by the Seller to the Buyer will count towards this disclosure of information.

Chattels & Fixtures:
The Buyer acknowledges that the Property and all chattels, fixtures, mechanical, plumbing, heating and electrical systems are being purchased on an "as is" basis. The Buyer acknowledges that the Seller has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with ay applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including without limitation, for purposes of any particular construction or development. The Buyer acknowledges and agrees that the Seller shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.

The Buyer further agrees that the Seller will keep the items below which may or may not presently be located on the Property.

1. Gym and outdoor ed equipment - Hockey nets, balls, various equipment in gym and storage room as well as in a shed that has outdoor ed equipment
2. Custodial - odds and ends, also some ladders, wheelbarrow and hoses.
3. Maintenance - odds and ends. The Auto Scrubber is there to be recycled as it is very old and not in any shape to be used. The burnisher is to be repurposed. Fire extinguishers, Defibrillator, first aid kit, old building logs are being repurposed

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

CITY OF LONDON
 CBRE
 CITY OF LONDON
 REALTOR®
 REALTOR®
 REALTOR®

Nov 29/23

Form 500 Revised 2023 Page 6 of 6

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Appendix D – Amending Agreement

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 8th day of January, 2024

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD
(the "Seller")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF LONDON
(the "Buyer")

OF THE SECOND PART;

WHEREAS:

- A. The Seller has entered into an Agreement of Purchase and Sale with the Buyer dated November 29th, 2023 in relation to the lands municipally known as 2835 Westminster Drive and legally described as Part Lot 15, Concession 5, as in 224251; London/Westminster in the City of London, County of Middlesex (the "Purchase Agreement"); and
- B. The Buyer and Seller have agreed to amend certain terms of the Purchase Agreement as more particularly set forth herein;

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and the sum of \$1.00 paid by each of the Seller and Buyer to the other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Purchase Agreement shall be amended as follows:
 - a. The Completion Date referenced under Section 2 shall be amended to January 26th, 2024; and
 - b. The Title Search Date referenced under Section 8 shall be amended to January 12th, 2024.
2. Except as amended hereby, the provisions of the Purchase Agreement shall continue in full force and effect, and time shall remain of the essence thereof.
3. Unless the context or subject matter otherwise required, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
4. This Amending Agreement is effective as of the effective date of the Agreement.
5. This Amending Agreement shall ensure to the benefit of and be binding upon that parties

and their respective successors and assigns.

6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as evidenced by the signatures of their properly authorized officers.

THAMES VALLEY DISTRICT SCHOOL BOARD



Name: Linda Nicholls
Title: Associate Director

CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SELLER'S LAWYER: Tim McCullough, Harrison Pensa LLP, email: tmccullough@harrisonpensa.com

BUYER'S LAWYER: Sachit Tatavarti, Solicitor, email: statavarti@london.ca

Appendix A – Source of Financing Report

Appendix "A"
Confidential
REVISED

#23212

November 13, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 2835 Westminster Drive - Westminster Central Public School
London Police Operations
(Subledger LD230080)
Capital Project PP4175 - Police Property Acquisition
Thames Valley District School Board

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	This Submission	Balance for Future Work
Land Purchase	2,609,047	2,609,047	0
Construction	840,953	0	840,953
City Related Expenses	50,000	0	50,000
Total Expenditures	\$3,500,000	\$2,609,047	\$890,953

Sources of Financing

Drawdown from London Police Service Reserve Fund	3,500,000	2,609,047	890,953
Total Financing	\$3,500,000	\$2,609,047	\$890,953

Financial Note:

Purchase Cost	\$2,400,000
Add: Due Dilligence and Other Costs	118,250
Add: Land Transfer Tax	46,475
Add: HST @13%	327,373
Less: HST Rebate	-283,051
Total Purchase Cost	\$2,609,047



Alan Dunbar

Manager of Financial Planning & Policy

lp



Council Minutes

3rd Special Meeting of Council
January 31, 2024, 3:00 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, E. Pelozza, D. Ferreira, S. Hillier

Absent: S. Franke

Also Present: S. Corman, A. Job, M. Schulthess, E. Skalski
Remote Attendance: M. Barnes, E. Hunt
The meeting is called to order at 3:04 PM; it being noted that Councillors P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED no pecuniary Interest were disclosed

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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

4.1 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 1st Confidential Report of the City Manager Recruitment Selection Committee. (6.1/4/SPPC)

4.2 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about identifiable individuals, including municipal or local board employees. (6.2/4/SPPC)

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, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Franke

Motion Passed (14 to 0)

That Council convenes In Closed Session, from 3:07 PM to 3:47 PM.

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

Motion made by: S. Lewis

That the 4th Special Report of the Strategic Priorities and Policy Committee BE APPROVED.

8.1 4th Special Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 4th Report of the Strategic Priorities and Policy Committee BE APPROVED.

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

Absent: (1): S. Franke

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the City Manager Recruitment and Selection Committee

Motion made by: S. Lewis

That the 1st Report of the City Manager Recruitment and Selection Committee from its meeting held on November 20, 22, 23, 30, 2023 and December 5 and 8, 2023 BE RECEIVED.

Motion Passed

9. Added Reports

None.

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lewis

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No. 45, BE APPROVED.

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

Absent: (1): S. Franke

Motion Passed (14 to 0)

Motion made by: S. Trosow

Seconded by: J. Pribil

That Second Reading of Bill No. 45, BE APPROVED.

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

Absent: (1): S. Franke

Motion Passed (14 to 0)

Motion made by: A. Hopkins

Seconded by: S. Lehman

That Third Reading and Enactment of Bill No. 45, BE APPROVED.

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

Absent: (1): S. Franke

Motion Passed (14 to 0)

The following Bill is enacted as a By-law of The Corporation of the City of London:

Bill No. 45	By-law No. A.-8462-32 - A by-law to confirm the proceedings of the Special Council Meeting held on the 31st day of January, 2024. (City Clerk)
-------------	--

14. Adjournment

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:53 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

December 18, 2023

To:
Michaela Hynes
Development Services
City of London

Anna Hopkins
Councillor Ward 9

We are writing to express community concerns regarding the zoning amendment to allow for a Wendy's franchise location at 4366 Colonel Talbot Road in Lambeth. These concerns include but are not limited to, hazardous traffic conditions, increased air pollution from idling vehicles, excess noise and increased trash/litter throughout the community.

Many community members are already concerned about the increase in vehicles using Broadway Avenue to bypass traffic congestion on Main Street. The site plans depict the exit for Wendy's drive-through exiting about 10 m from Broadway Ave. This proximity to Broadway will only create more interference when attempting to make a left-hand turn onto Main Street safely. An increase in the volume of travellers from the 400 series highways, who must also turn left from the exit to continue travel, will lead to further traffic complications. The design depicts a take-out-focused establishment that will exacerbate congestion, promoting vehicle accidents and putting pedestrians at risk.

Drive-through facilities are hotspots for air pollution, releasing toxic chemicals, gases, and particulate matter into the air, severely impacting air quality in the surrounding environment. By-law No. Z.1-081795 was passed in 2008 to combat excess emissions from idling. As per By-law No. Z.1-081795, the *minimum* distance requirement from a residence (with a 2.4 m noise barrier) is 15 m. The Special Provisions requested in this amendment reduces the space between the drive-through lane and the adjacent residence by over 11 m. The proposed location will expose residential homes with children, who are more vulnerable to the harmful effects of air pollution, and a wellness centre catering to sick and elderly patients to elevated emission levels leading to negative long-term effects from poor air quality.

In the 2019 Community Improvement Plan, published by the City of London on behalf of the Lambeth community, residents expressed that Lambeth 'feels like a small country village and not like a suburb within the city.' Local restaurants and shopkeepers spend and reinvest their money back into their community, supporting the local economy whereas large franchises send a large amount of profit back to corporate headquarters. This location does not align with the values laid out by the City of London and the residents of Lambeth to maintain a village feel within our community. It will significantly decrease safety of roads within the neighbourhood while increasing exposure to harmful environmental pollutants.

We ask the City Council and the Planning Committee **not** to approve the Zoning By-Law Amendment requesting Special Provisions for file Z-9676. Below is a list of community members and supporters of local Lambeth businesses who are against the zoning amendment for 4366 Colonel Talbot Road.

K. Bartlett

To Mayor Josh Morgan and London City Councillors,

As residents of Broadway Ave in London (Lambeth), Matt & Fiona Scott, we am writing to ask that the city council vote to uphold the Staff recommendation to refuse a drive-thru exit onto Col. Talbot Road for the following reasons:

- On Colonel Talbot, south of Main St, at the proposed are for a drive-thru/delivery Wendys, this area already gets quite congested during the day without adding additional traffic. During rush hour times, it is extremely difficult to turn left onto our street, Broadway Ave, which is used my many residences to access our neighbourhood. Allowing a drive-thru-focused fastfood restaurant will only add to safety concerns along this busy road and the adjacent residential streets.

- The London Plan seeks to create walkable, safe and healthy neighbourhoods, and this drive-thru-focused design completely contrasts the development goals established by the City of London.

- In Wendy's recent business models, published in late 2023, the company boasts that the new designs for future establishments have "dedicated mobile and delivery pick-up points and enhanced drive-thru design." Approving this delivery/take-out-centred establishment will concentrate traffic in this area, with vehicles entering and exiting as quickly as possible, creating unsafe conditions.

-We have yet to see the results of the increased traffic volume in this area that will be caused by the opening of the medical centre on Colonel Talbot, adjacent to this proposed Wendy's. With the opening of this medical centre we recognize that there will already be an increase of traffic. Adding additional traffic due to a drive-thru/delivery centric Wendy's in this already tight area adds further safety concerns to drivers and pedestrians.

In addition, approving this site location with a drive-thru completely overlooks the regulations stipulated in By-Law No. Z-1-081795 was established to protect residents from air pollution. The drive-thru design falls within 3.2 meters of the adjacent residential area. No amount of landscaping or hardscaping can mitigate this drastic decrease in the allowable setback stipulated in this By-Law. The impacts of the concentrated emissions and particulate matter from patron vehicles and fast-food establishments have not been disclosed. In a time when we know how detrimental poor air quality is to one's overall health and well-being, it is irresponsible to approve a business that will only amplify adverse health and environmental effects. There are many concerns that stem from locating a drive-thru location so close to residential areas in addition to the previously noted emissions, noise pollution and light pollution that will negatively affect the area.

Thank you for considering,

Matt & Fiona Scott
London, ON

Fiona Scott
Administrator
OMEGA Audio Video
OmegaAudioVideo.com
519-495-4788

To: Chair Lehman and Members of PEC
From: Don Bartlett, President of London Neighbourhood Community Association, Inc (LNCA) 1995.
Subject: Near Campus Neighbourhood (NCN) Bedroom Limits and ARU's
Date: January 29, 2024.

Mr. Chair and Members of PEC:

Please accept this email letter as LNCA's submission before this Committee. A medical appointment has prevented me from attending in person or virtually. Nor are other directors of LNCA able to participate.

Regardless of NCN's 3 bedroom limit, the NCN has experienced intensification over the past 30 years. One example is Huron Street from Richmond west to The Parkway. But for two or possibly three residents remaining, the balance of this street has been transformed into short-term rental units.

Absentee landlords have bought up NCN R1 Single Detached housing stock and converted them into short-term rental units, without respect for the 3 bedroom maximum. In essence, residential neighbourhoods have been transformed into "for-profit housing businesses" - a sure-fire march toward a student ghetto.

The effects are many:

The by-law governing the 3 bedroom limit is not respected;

The City exhibits no mechanism to monitor, enforce and sanction infractions of the maximum 3 bedroom by-law;

Parking is inadequate for the 4, 5 & 6 vehicles jammed into driveways and front lawns, plain evidence of more than 3 bedrooms;

Noise, Garbage and End-of-Academic-Year debris and refuse piles.

If the NCN bedroom limit is raised to five, these problems will be magnified - as will the 'play' of *actual* bedrooms.

Moreover, if Council allows ARU's within the NCN for "permitted properties", the magnification of the above issues will be expanded. Municipal services, such as water and sewage capacities, which are already taxed beyond the designs of the housing stock, will be challenged. In the past 4 years, there have been 3 water main ruptures with a 3 block radius.

LNCA's Position

1. Retain the maximum 3 bedroom limit within NCN - Inappropriate intensification within NCN has already taken place.
2. Likewise, ARU's are yet an additional intensification, which has no place in the NCN.

Finally, it is irresponsible for the City to rely on Planning Staff for policy without installing the structure of meaningful enforcement of City by-laws, specifically bedroom limits.

Otherwise, planning policy is virtually meaningless.

Thank-you.

Respectfully submitted,

Don Bartlett, President
London Neighbourhood Community Association Inc.

City-Wide 5 Bedroom Limits and Increased Permissions for Additional Residential Units (OZ-9661)

This by-law needs to be better defined. The definition of Additional Rental Units (ARU) in the Near Campus Neighbourhoods is not defined and confusing. For example, landlords add additional NEW units by extending the existing house from the back. Are these new ARUs or just additional units? Additional units are permitted now up to a fourplex, so how is this different than an ARU? Is it just the number of bedrooms permitted from 3 to 5?

If so, are there other provisions to ensure the interior of these new units of 5 bedrooms are comfortable for tenants? For example, will there be two toilets, 2 bathrooms, will there be a common area that includes a kitchen and living room? Why are these not listed as 'rooming houses?'

The increase is problematic, in part because living in such rooming houses can be unproductive for some students, and more expensive as the rooms are rented as individual units. Tenants that rent 'rooms' tend to be new to the city, and do not yet have acquaintances to share an apartment which is less expensive. Renting a room in NCN can run at least \$1000 monthly per room.

The simple economics of building new units will always result in the higher density if there is enough space, therefore what sort of protections will this by-law include to ensure that there are enough toilets and a common area?

Please see the conversation I had with City Planner Brandon Coveney below. Even though Mr. Coveney did his best to explain the difference between ARUs and converted buildings, I think you can see why confusion remains.

Councillor Judy Byrant, who lived in a NCN, advocated for the 3 bedroom limit because apartments with a greater number of bedrooms were producing substandard living conditions, deteriorating open space through excessive parking, and creating 'frat-like' housing. It placed greater pressure on enforcement, and created greater tensions between neighbours.

You are playing just a numbers game and not considering good housing. Housing is about people and people are not trash or 'numbers'. Often the housing that is being built is of such poor quality that it will be ghettoized soon enough. We don't need more junk on the market, and if the city doesn't impose a parking limit, as opposed to a parking minimum, we are just recreating the problems that imposed a bedroom cap in the first place.

AnnaMaria Valastro

----- Original Message -----

Subject:RE: [EXTERNAL] Fwd: Re: 5 bedroom limit
Date:2024-02-06 11:05
From:"Coveney, Brandon" <bcoveney@london.ca>
To: AnnaMaria

Sorry for the confusion on that.

ARUs can be created within the existing building or an accessory building. Regardless of the location, a created ARU would not be entitled to 5 additional bedrooms within the Near Campus. I believe your example is referencing converted dwellings. The process to convert an existing dwelling is a separate process and the units created from the conversion would be permitted 5 bedrooms per unit. Unlike ARUs, a conversion would change the dwelling type definition.



Brandon Coveney (he/him)
Planner, Planning Policy (Growth)
Planning and Development
City of London

From: AnnaMaria

Sent: Tuesday, February 6, 2024 10:05 AM

To: Coveney, Brandon <bcoveney@london.ca>

Subject: Re: [EXTERNAL] Fwd: Re: 5 bedroom limit

Thank You but I wasn't going to speak with you about enforcement. I was just providing rationale as to why it is important for me to understand ARU.

What remains confusing is whether a property owner creating new ATTACHED units as extensions to the current house can add 5 bedrooms per unit. Would this be considered an ARU or just adding new units to the existing house? Would this sort of addition allow for 5 bedrooms. Currently, it only allows for 3 bedrooms.

Can you please clarify?

Thank you

On 2024-02-06 09:46, Coveney, Brandon wrote:

Good morning,

To clarify, ARUs are defined separately. Using your example, a duplex within the Near Campus Neighbourhood can create 2 ARUs which would add 2 bedrooms to their total, but it would not make the dwelling a fourplex. The creation of an ARU does not change the building into any other type of residential building. The duplex with 2 ARUs is defined as a duplex with 2 ARUs.

There is no defined limit for bedrooms within ARUs, but the size and capacity will largely be constrained by the Building Code, lot coverage, yard setbacks, building height, or available space within the existing building. It is important to note that these are additional units, and abovementioned building and zoning limitations will impact

potential built form. A property owner with an existing duplex within the NCN at 6-bedrooms could explore creating a detached ARU (an accessory building) and distributing the some of the remaining bedrooms if they are unable to create bedroom space within the existing building to reach the proposed 10-bedroom total. For example, the duplex could have 6 bedrooms (3 per unit) and the detached ARU could contain 3 bedrooms. That being said, this decision is dependent on the realities of the existing building and the property's development potential.

Unfortunately, I am not the correct contact for a discussion on inspections related to illegal building. A phone call on the subject would not be appropriate because this is an enforcement issue. Instead, I would recommend contacting the Municipal Compliance team (enforcement@london.ca). You can also register a complaint by calling 519-661-4660 or make a general inquiry by calling 519-930-3510.

Regards,



Brandon Coveney (he/him)
Planner, Planning Policy (Growth)
Planning and Development
City of London

From: AnnaMaria

Sent: Monday, February 5, 2024 8:01 PM

To: Coveney, Brandon <bcoveney@london.ca>

Subject: Re: [EXTERNAL] Fwd: Re: 5 bedroom limit

It is really important that I understand this because in my neighbourhood there is illegal building. Even with a permit, the property owner does not request an inspection upon completion of a project, and the city does not request an inspection and is willing to wait indefinitely until the property owners asks for an inspection. And that can be never.

Therefore if possible, may I please request a short conversation. Anytime tomorrow is good. Maybe at the end of your day at 4pm?

What I am confused about is the graduated bedroom limit. For example, a duplex with 10 existing bedrooms can only add an additional bedroom per ARU? Why can't they add one additional ARU with two bedrooms? That makes it a triplex - correct? Then why not additional 5 bedrooms for the ARU?

Are ARUs different than adding new units?

Thank You

On 2024-02-05 15:51, Coveney, Brandon wrote:

Good afternoon,

The chart provided only applies to the NCN. As per an October Council Resolution, the city-wide bedroom limit is recommended to be removed except within Near Campus Neighbourhoods. The Ontario Building Code is a provincial regulation and still applies.

I cannot speak to the exact example of the house you are referencing without knowledge of their proposal and current dwelling type definition. The bedroom maximum would be dependent on the legal definition of the dwelling, but I will note that there is a 5-bedroom per unit limit proposed within this amendment.

It should be noted that creating an additional unit does not change the definition of the dwelling. A single detached dwelling with 3 ARUs (4 units total) would not be defined as a fourplex and would not be permitted 20 bedrooms. Instead, it would be permitted 8 bedrooms total assuming the property owner created the 3 required ARUs to reach the 8-bedroom maximum. If the dwelling you are referencing is legally defined as two units, they would be eligible to have 5-bedrooms per unit (10 total) and may be permitted 2 ARUs which would bring the total bedroom count from 10 to 12 total.

Regards,



Brandon Coveney (he/him)
Planner, Planning Policy (Growth)
Planning and Development
City of London

From: AnnaMaria

Sent: Monday, February 5, 2024 3:04 PM

To: Coveney, Brandon <bcoveney@london.ca>;

Subject: Re: [EXTERNAL] Fwd: Re: 5 bedroom limit

Thank you

Realistically:

Next door to me is a detached house that currently has two units - 1) 3 bedrooms, and 2) 5 bedrooms. They have approval as a right to build two additional units. They applied before this new change. So if I am understanding it properly, they now have, as a right, two additional units with a total of 10 bedrooms- correct? for a total of 18 bedrooms in the total house correct?

Does the size of the bedrooms still apply as is written in the building code?

And does the chart only apply to NCNs?

Thanks.

On 2024-02-05 13:50, Coveney, Brandon wrote:

Hi Anna Maria,

Sorry for missing your call. I have provided some details below based on the conversation you had with Mr. Levin. If there are further questions you would like to discuss over the phone, we can schedule a time that works with your schedule.

I have included the graduated bedroom limit chart which is available in the staff report that went to Planning and Environment Committee last week. The table illustrates to proposed impact for all applicable dwelling types:

Dwelling Type	Bedroom Maximum		Graduated Bedroom Limit		
	Current	Proposed	1 ARU	2 ARUs	3 ARUs
Single Detached	5	5	6	7	8
Semi-detached	3	5	6	7	8
Street Townhouse	3	5	6	7	8
Duplex	6	10	11	12	n/a
Triplex	9	15	16	n/a	n/a
Fourplex	12	20	n/a	n/a	n/a
Converted Dwelling*	3	5	6	7	8
Apartment	3	5	n/a	n/a	n/a

As you can see, the fourplex bedroom limit would increase from 12 bedrooms (3 per unit) to 20 bedrooms (5 per unit) however a fourplex is not permitted to create an ARU. For further clarification, a duplex is permitted 2 ARUs and a triplex is permitted 1 ARU because the 4-unit per lot maximum applies. For dwelling types that are permitted to have ARUs, the amendments before Council propose a graduated limit to permit 1 additional bedroom over the bedroom limit whenever an ARU is created.

Please note, if an existing dwelling is already above the bedroom limit (for example: 7 bedroom legal non-conforming), the property owner would need to create 3 ARUs to the property before they would be able to add an 8th bedroom to their property. While the bedroom limit is increasing from 3 to 5 for the dwelling types shown above, the graduated limit only applies when an ARU is created and for low density housing forms, the greatest limit is 8 bedrooms per lot when 4 units are present.

I hope this information helps clarify your questions, but please let me know if you have any further questions.

Regards,



Brandon Coveney (he/him)
Planner, Planning Policy (Growth)
Planning and Development
City of London

From: AnnaMaria
Sent: Monday, February 5, 2024 12:51 PM
To: Coveney, Brandon <bcoveney@london.ca>
Subject: [EXTERNAL] Fwd: Re: 5 bedroom limit

Hello Brendon,

Can you please add some clarity to the conversation below? I also left a message so we can chat to further to better understand exactly what is going to happen in NCN.

Thank You

AnnaMaria

From: Dan Windsor
Sent: Monday, January 29, 2024 10:55 AM
To: Pasato, Nancy <npasato@london.ca>
Subject: [EXTERNAL] File OZ-8709

I am the owner of North London Golf Centre Ltd. (o/a Tin Cup) and the landlord for the Waltzing Weasel Restaurant. I have just received the proposed Zone change for 1310 Adelaide North and have a few comments.

1. Drainage on a flood plain. If you recall the February 2018 flood of the area (images attached), both the Waltzing Weasel and ourselves (and the proposed building site) incurred substantial damage. The flood water took quite a while to recede as the lion's share of the water had to cross our property and squeeze through a 20' opening under Adelaide St.. Any grade change or the addition of paved areas on the proposed development site would exacerbate flooding and consequential damage on the proposed property and our abutting property.

More drainage channels under Adelaide St. on the south side of Windemere to maintain the flow of water back into the Thames would be prudent and necessary. Anything less would be "planned flooding and disruption" to all property by both the city and developer.

2. Traffic. We see this area used extensively by London residents and elementary school groups walking and biking to access the green space and pathways along the Thames River trails. Even without a fast food restaurant and strip mall I often hear and see cars racing down to the end of Windemere towards the river, a danger to pedestrians.

3. Increased accident potential. The proposed entrance off the east side of Adelaide Street would cause a collision hazard without a dedicated right turn lane. The turning lane from Adelaide north or south to Windemere was never properly laid out to allow you to see oncoming traffic when in the left turn lane. We see the resulting accidents. Access to the proposed businesses would again increase accidents at this Adelaide/Windemere intersection. Not something we can afford as this is the route east/west by emergency vehicles.

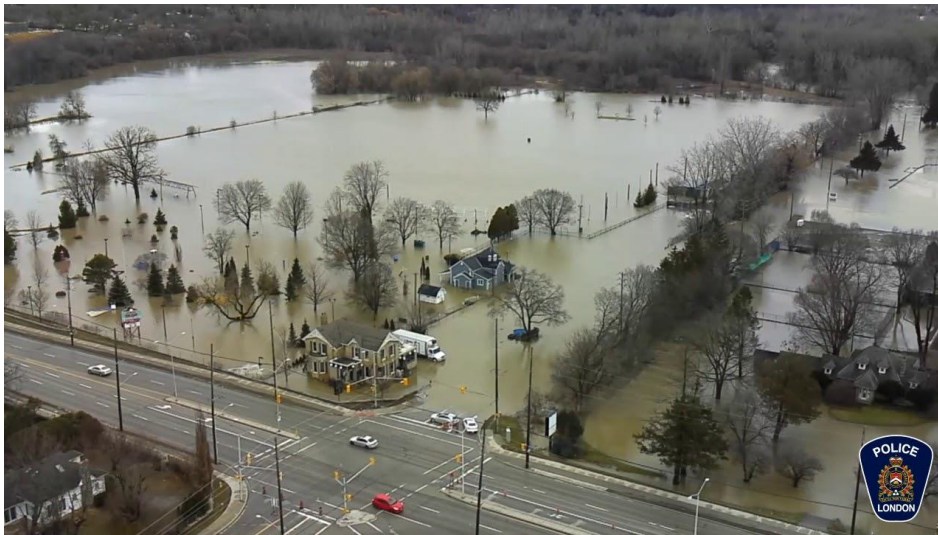
4. Trash. Their proposal of a fast food style business always generates a disproportionate amount of refuse from their single serving meals. With the proximity to the nature paths, city residents can expect discarded trash to migrate along Windemere Rd. to the paths along the river and consequently in it. Fast food venues have decided to reduce or eliminate refuse containers on the outside of their facilities. This more often than not creates discarded trash in the lots and in close proximity to the drive through portion of the restaurant business. Unsightly and attracts rodents.

5. Increased Noise. All restaurant drive throughs create excessive noise with the increase in traffic and often blaring order systems. I think this would be a bad choice so close to a green

space and a golf facility. Even at our facility I have been transitioning to electric service vehicles where possible to reduce noise and pollution.

Over the years I have seen this property change hands a few times, each owner thinking they can develop this floodplain with more proposed structures and asphalt. If anything, climate change has created more necessity to keep a bare minimum of development on such lands. I am against the proposed plans for the reasons I have listed and hope the city will deny the developers proposed amendments.

Regards,
Dan Windsor
North London Golf Centre Ltd. (o/a Tin Cup)





Royal Premier Homes
425-509 Commissioners Rd W, London ON, N6J 1Y5
rph@royalpremierhomes.ca
www.royalpremierhomes.ca

January 29, 2024
To: City of London Planning & Environment Committee
1310 Adelaide Street North & 795 Windermere Road

Executive Summary

- The following memo provides an overview of challenges that the proposed redevelopment of lands in the City of London at 1310 Adelaide Street North and 795 Windermere Road owned by Royal Premier Homes (RPH).
- RPH is delivering this memo to the PEC to give insight into the issues and challenges ongoing that have been attempted to be addressed to enable redevelopment that would contribute substantially to the City & Public, alongside increased economic opportunities in London.
- RPH is seeking the redevelopment of 1310 Adelaide Street North and 795 Windermere Road which are currently zoned for residential and recreational commercial uses. The redevelopment of these lands to commercial use would be done in conformity with the mutually agreed upon, long-standing items of discussion between the City of London and the Upper Thames River Conservation Authority (UTRCA), and policies directed by the Ontario Conservation Authorities Act, and Planning Act.

Project History & Current Issues

- Despite working consistently with the City and the UTRCA for total more than (8) years from that year of which 4 years by RPH (Project Timeline specified in **Appendix A**), the proposed commercial retail and restaurant uses are currently being questioned by City and UTRCA staff to not permit a drive-thru fast-food restaurant as one of the commercial uses.
- Additionally, the number of commercial retail stores is not supported by the staff despite not going over the total commercial square footage within the accepted maximum allowable square footage for development on-site.
- RPH began working on this application in 2020 with Barb Debberton, senior planner, Michael Tomazincic, Planning, and Development Manager, and Brent Vescheure from UTRCA. Unfortunately, none of these staff are with the City or UTRCA are on this project.
- As per Barb Debberton on August 26, 2021 (**Appendix B**). The city picked concept #2 (the current proposed) with no concerns about our layout from the planning department

which is the same layout from that date until today with all of our studies, communication, and meetings with both the city and UTRCA which were completed based on this current layout.

- On November 2023, RPH received to new feedback from the City Staff and UTRCA staff on Dec. 2023 rejecting the drive-thru, restaurant, office, and medical zoning, as well as reducing parking from RPHs request of 48 spots to 33 parking based on new zoning being recommended by the City Staff.
- The current proposal has been with the City and UTRCA staff for the past two years, however, it is only recently that City and UTRCA staff recognized that the restaurant is intended to be a Mcdonald's and correspondingly raised issues about specific commercial uses.
- Despite recent comments raising concerns about the proposed uses, the City staff and UTRCA have not been able to clearly articulate how they will assess intensification and measure impacts created by redevelopment, even when specifically asked to make such criteria explicit. The general understanding of intensification impacts in this development context are those related to flood risk.

Proposed Mitigations

- After an extensive process spanning four years with the UTRCA, the final 2D modelling report by RPHs consultants proposed the following mitigations:
 1. The Subject Lands would be designed with the internal site area raised to an elevation of 244m and 15 Meters wide a drainage channel al by raising the development area to 244 m in elevation, which is above the Regulatory event water surface elevation.
 2. Contain the perimeter of the site, directing flows from an extreme weather event around the buildings. The proposed field house on the City's lands would also be floodproofed.
 3. Floodproofing of the commercial buildings and parking construction of two vegetated drainage channels around the floodproofed (filled) area, to mitigate flood impacts associated with the floodproofing and provide major overland conveyance to the North Branch of the Thames River.
 4. Construction of two site entrances with culverts crossing the drainage channels.
 5. Figure 11 in the report by Matrix consultants demonstrates the overall level of risk of the preferred site layout with no flood risk in the development area due to the proposed floodproofing and mitigation measures.
 6. Access to the site is also protected for emergency vehicles from Adelaide Road during a Regulatory event. of the overall level of risk of the existing conditions during the Regulatory (1:250 year) event
 7. Minimum Landscaped Open Space requirement is 20% PROVIDED 60%.

Public & City Benefits

- Due to the proposed construction of the stormwater channel, the previous agreement to dedicate the portion of 795 Windermere Road to the City for parkland purposes is no longer being offered. Instead RPH is offering the following, in return to get approval for the requested zoning and 48 parking spaces:

1. The construction of the Thames Valley Parkway (TVP) extension including a 3m shared-use path. This path would be located south of Windermere Road and extending between Adelaide Street to the west to the junior ball diamond to the east. The construction of the Parkway is approximately 200m in length.
2. Increase in Parkland Dedication from 2% to 7.3% of the gross area for the purpose of dedication of land for the extension of the TVP (933 square metres). The portion of the TVP would be contained within a 7m corridor parallel to Windermere Road and acquired as Parkland Dedication (consistent with By-law C.P.9 and the Planning Act).
3. A portion of the municipal parking lot (approx. 48 spaces) would be removed and remediated to green space, including removal of gravel and replacement with topsoil and landscaping.
4. The construction of a new fieldhouse, approximately 67.5 square meters in area to provide public washroom facilities, municipal storage, and changing facilities (detailed building design to be completed at the detailed design stage). The provision of a public washroom facility (approximate value of \$420,000).
5. Re-constructed municipal parking lot Parking lot re-grading and construction of approximately 2,700 square meters in area, with 0.3m of granular, curb, and landscaped islands.
6. The mitigation of encroachment of previous development on City or UTRCA-owned lands (tennis court area) and the restoration of those encroached lands back to a natural state.

The above items will cost RPH substantial amounts to complete, and therefore, financially this project will no longer be viable if RPH must make all the changes that the City Staff & UTRCA are requesting.

Closing Statement

Royal Premier Homes is committed to the redevelopment of this Site to redeveloped it in a comprehensive manner that is beneficial for the public, City of London, and the economy. From RPHs perspective, the proposed development represents good planning and utilizes engineering practices and solutions that completely ensure floodproofing and no significant impacts on the environment.

Thank you in advance to all the Councillors who have taken the time to look over this application and memo. We thank and appreciate all the City & UTRCA Staff and Council members for their time and support throughout this project. We hope that all PEC members support this project after 4 years of hard work with the City Staff and UTRCA.

Best,
 Farhad Noory
 CEO & President
 Royal Premier Homes

APPENDIX A

The flood impact assessment has been completed in an iterative manner through consultation with UTRCA with the intent of developing a site plan with the least impact to flood depth and velocity at the site and adjacent properties. The following meetings and document submissions have occurred throughout the consultation process:

September 2019

- Matrix and the UTRCA staff met to discuss the project history and UTRCA's hydraulic modeling requirements for the floodplain impact assessment.

May 8, 2020

- Submission of the 1D Modeling Flood Impact Assessment (FIA) Memo by Matrix on behalf of RPH
- Matrix completed the 1D hydraulic assessment of the proposed site development. The memo provided the results of the 1D hydraulic assessment.

September 29, 2020

- Matrix and UTRCA staff met with them to review the results of the 1D hydraulic model assessment.
- UTRCA provided a 2D hydraulic model for the study area to Matrix for detailed assessment of the velocity impacts surrounding the site.

November 19, 2020

- 2D Modeling Results Meeting #1: Matrix and UTRCA staff met to review the first round of 2D modeling results which included 4 site layout alternatives (Alternatives 1 to 4).
- UTRCA staff requested that a full floodproofing scenario for the site be considered along with a review of specific flow conditions (approximately 850 cubic metres per second (cms)) relevant to the site and presentation of change in velocity-based flood risk to better understand the impact to surrounding properties and Adelaide Street.

January 12, 2021

- 2D Modeling Results Meeting #2: Matrix and UTRCA staff met to review the new Alternative (#5), full site floodproofing scenario and the revised results.
- This alternative raised the site, including the parking lot to an elevation of 244.0m above sea level which is above the Regulatory event water surface elevation.
- UTRCA staff requested that a conveyance channel between Adelaide Street and the property be considered to improve conveyance conditions during more frequent flooding events (~850 cms) than the Regulatory flow (1250 cms). UTRCA requested that the change in velocity during these lower flow events be assessed for the surrounding properties.

- UTRCA recommended that the final revisions requested during the meeting be presented in a memo to be submitted to UTRCA for review and comment.

February 18, 2021

- Submission of the 2D Modeling FIA Memo: The memo provided results for six site layout alternatives (Alternatives 1 to 6), including the requested conveyance channel parallel and adjacent to Adelaide Street (Alternative 6).

June 14, 2021

- UTRCA Comments on the 2D Modeling FIA Memo: UTRCA provided an email with comments on the 2D Modeling Memo. Specifically, UTRCA requested that further investigation of the site layout and conveyance channel be undertaken to mimic the existing site conveyance conditions during flooding events. This involved creating conveyance channels around the site and pulling the development back from Adelaide Street and Windermere Road.

December 14, 2021

- 2D Modeling Results Meeting #3: Matrix presented the results of two additional site layout alternatives that were developed based on the comments received from UTRCA on June 14, 2021. The two new alternatives considered were:
 - Alternative 7: Providing a flood conveyance channel along the north and west side of the property (adjacent to Windermere Road and Adelaide Street); and,
 - Alternative 8: Providing a second conveyance channel along the east and south boundary of the property.
- The results identified that Alternative 8 produced the least impact to flood depth during the 850 cms event with less than 2 cm change in flood depth and a reduction in velocity. Additionally, this alternative has no adverse impact on flood depth and velocity during the Regulatory event (1250 cms).

December 23, 2021

- SBM Submission of Site Layout to City of London: SBM provided an email submission to the City of London summarising the proposed site development, including the proposed flood mitigation measures and public benefit.

February 7, 2022

- City of London Response to SBM Submission: The City of London provided an email response to SBM's submission on December 23, 2021. The response indicated that City staff were unable to support the proposed site plan as submitted.

October 19, 2022

- SBM Submission of Revised Site Layout to the City of London: SBM prepared a revised site layout to address the concerns raised by the City in their response provided on February 07, 2022.
- The revised site layout included; a reduction in the footprint of the floodproofed area to within the property boundary; and addition of a field house east of the development.

October 28, 2022

- Submission of the Revised Site Layout 2D Modeling FIA Memo to UTRCA: The memo provided results for the revised site layout. The results were consistent with the results presented to the UTRCA at the 2D Modeling Results Meeting #3 held on December 14, 2021. The submission included the 2D hydraulic modeling files.

April 11, 2023

- UTRCA comments on Revised Site Layout FIA Memo: UTRCA provided technical peer review of the FIA. The comments and responses are further detailed below. UTRCA comments on Revised Site Layout FIA Memo

June 11, 2023

- 2D Modeling FIA Memo to UTRCA: The FIA Memo was updated to address UTRCA's comments received on April 11, 2023.

July 31, 2023

- UTRCA comments: UTRCA provided additional comments on the Updated 2D modeling FIA Memo.

September 19, 2023

- Meeting with UTRCA: Matrix presented preliminary results for a fully floodproofed parking lot which showed an additional impact on flood depth at upstream and adjacent properties.
- Matrix indicated that based on the impacts, Matrix would be recommending the partial floodproofing of the parking lot. UTRCA requested that the fully floodproofed parking lot scenario be included in the FIA Memo.
- The UTRCA Technical Peer review Comments received on April 11, 2023, and comments received during further discussions with UTRCA on July 31, 2023 are presented in Table 1 of matrixes report along with Matrix's responses.

October 9, 2023

- Revised Floodplain Impact Assessment Memo that was submitted to UTRCA on October 9, 2023.

Dec 8, 2023

- The UTRCA response with received with accepted 2D modelling but a restriction on specified zonings

APPENDIX B

From: Debbert, Barb <bdebbert@London.ca>

Sent: August 26, 2021 7:35 PM

To: Lavene Kirkness <[REDACTED]> 'RPH.' <[REDACTED]> Adam Spargo <[REDACTED]>

Cc: <[REDACTED]> Brent Verschure <[REDACTED]> Smith, Craig <crsmith@London.ca>; Bruin, Jeff <jbruin@London.ca>; Pease, Michael <mpease@London.ca>; Corby, Mike <mcorby@London.ca>; Chamorro, Juan <jchamorr@London.ca>; O'Hagan, Britt <bohagan@London.ca>; Varughese, Prasanth <pvarughese@London.ca>; Tomazircic, Michael <mtomazir@London.ca>

Subject: FW: 1310 Adelaide and 795 Windermere Road - 2 commercial development OPTIONS

Good evening Lavene,

Overall, Concept 2 seems to be one that would work better to achieve site plan design guidelines and urban design goals. Please note I have reached out to Transportation staff to follow up on the site plan comment respecting the exit from the drive through but have received no comment from them to date. High-level preliminary comments on the site concepts are as follows:

Site Plan Comments

- Concept 2 is preferred;
- Pedestrian connections will need to be provided to Windermere Road and Adelaide Street North;
- The fire route must be connected at the north end of the parking lot and may result in some loss of parking spaces;
- The exit from the drive through may not work from a transportation management perspective.

From: Wayne Newton
Sent: Wednesday, January 31, 2024 2:48 PM
To: Hopkins, Anna <ahopkins@london.ca>
Subject: [EXTERNAL] McDonald's on floodplain

Hi Anna,

We live a long way away but often hike at Kilally because our son and his family live relatively close.

I think the proposal to develop a McDonald's and plaza on the floodplain at Adelaide and Windermere is absurd from a flood management perspective and the fact commercial land, such as at Adelaide and Fanshawe, sits as vacant lots or derelict buildings.

Here's hoping council rejects committee's recommendation and sides, wisely, with the staff report to reject this.

Yours,

Wayne Newton

London, ON

From: Jackie
Sent: Wednesday, January 31, 2024 8:07 PM
To: Stevenson, Susan <sstevenson@london.ca>
Subject: [EXTERNAL] Proposed McDonald's at Adelaide and Windermere

Good evening, Ms. Stevenson,

As a constituent of Ward 4, I am at a great loss of words as how council came to a 3-2 decision to approve this development plan.

This area is on a flood plain, and there is some degree of flooding each year, the worst on record was 2018. Current council members have clearly forgotten just HOW flooded it was. From the City Yard to Windermere and beyond, on both sides of Adelaide St N.

A splash pad, an upgrade to the sports field, with park like amenities, yes, I could support something along those lines. But sincerely, as a member of Ward 4, I think this plan is with ill thought through, and can't support it. I, as a citizen of London expect more from our city council and the decisions they make, this is clearly a slip in judgment.

I'm attaching LPS drone video footage from 2018 as a reminder, and respectfully hope clearer heads prevail.

<https://youtu.be/J4kUv-uNfZA?feature=shared>

Respectfully yours,
Jackelene Thrasher
Ward 4

From: Kristibeth Kelly

Sent: Thursday, February 8, 2024 6:07 AM

To: Council Agenda <councilagenda@london.ca>; City of London, Mayor <mayor@london.ca>; Trosow, Sam <strosow@london.ca>; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steve <shillier@london.ca>; Franke, Skylar <sfranke@london.ca>

Subject: [EXTERNAL] Vote Against McDonalds on Flood Plain

Good morning,

It has just been brought to my attention that there is a proposed McDonalds Drive Thru planned for Windermere at Adelaide. I am 100% opposed to this and want to state my concern.

I am a single mother with a 7 year old son who would be the prime target to frequent such a place so close to our home in Old North (ward 6). Huron Woods path and Kilally Woods near the proposed drive through, is one of the few places we can go to without commercial bombardment in our neighbourhood. We enjoy walking and biking in this area and do not want or need another corporation to be trying to lure us in to spending money on unhealthy food choices and producing more garbage from packaging etc.

As it is, when you walk in that area, the number 1 garbage you see is Tim Hortons cups. We do not need another fast food place with a drive thru in the area to pollute this sensitive environment.

The fact that it's in/close to the flood plain is another reason not to build here. We need to do everything to protect our environment.

I urge you, as my mayor, councillor, and/or members of PEC, to oppose this plan.

Thank you to Corinne and Skylar who voted no. Shame on you Shawn, Steve L. and Steve H. for voting yes. Please vote no the next chance you get.

Thank you to Sam for providing us with information about this.

Protect our environment and community from any more destructive corporate greed and development.

Sincerely,
Kristibeth Kelly

From: Patricia Green
Sent: Thursday, February 8, 2024 3:04 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] For Council Agenda

To London City Council:

It has been reported that a McDonalds with a drive-thru is being discussed by City Council to be placed on the corner of Adelaide and Windermere streets. This proposed development has been opposed by City staff and the UTRCA.

The discussed location is known to be in the flood plain of the Thames River and is adjacent to the beautiful Kilally Woods. Kilally Woods is one of a few protected environmentally significant areas in London. It is home to many amazing and endangered and threatened species. Both the Thames and Kilally Woods should be treated as treasured assets of this city.

This proposed development is entirely contrary to the declared climate emergency and the stated goals of making London a sustainable and healthy city.

Fast food outlets do not contribute in any way to the health, beauty or climate change advancement of this city. Suggesting one be placed on the flood plain of the Thames river, and near this environmentally significant area would be a very regrettable error.

I urge you to vote against this proposal.

Thank you.

Sincerely,

Patricia Green

Dear City Hall officials who represent VOTERS and the land we must protect ...

PLEASE hear my voice urging you to NOT approve the building of any structure (drive-through or otherwise) at the corner of Adelaide and Windermere, in north London, on vulnerable flood plain lands adjacent to Kilally Woods. We KNOW that this is environmentally significant.

Please think of your political futures as well as of our "Forest City's" future. The building in this entire broad city is out of hand. Another McDonald's (or any other 'fast' food place) is not in the best interest of this land.

Thank you for abiding by the urgings of your caring/ thinking / (*voting*) constituents.

valerie moretti
london ontario

To London City Council:

I am writing in opposition to a proposed commercial development site that is projected to be located at the corner of Windermere and Adelaide.

The Kilally woods is a biodiverse area, home to many species, flora and fauna. The walking trails offer environmental immersion to the citizens of north-east London. Additionally, the athletic fields create recreational capacity for citizens in an area of dense housing development.

I urge the city council to rethink this proposed development and concentrate on issues of greater importance, such as affordable housing; crisis supports for community members living through addiction and mental distress; environmental protections, ensuring that London maintains its reputation as a city committed to addressing the climate emergency.

Please reconsider this proposed commercial development site.

Thank you.

Sincerely,

Alan Brander

February 11, 2024

To London City Council:

I would like to voice my concern over Royal Premier Development's proposal to build two commercial buildings which will include a McDonald's at the southeast corner of Adelaide Street and Windermere Road.

I urge London City Council to consider the environmental impact of the proposal which Council's planning and environment committee has endorsed. The site of the proposed development is in an environmentally significant area of London, which includes Kilally Woods and the Thames River. Both are home to rich and diverse ecosystems, including species at risk.

The increased traffic resulting from the density of development in the area would disrupt the fragile balance of these ecosystems and have a negative impact on wildlife habitat. It is unlikely that these effects could be reversed in the future.

It is important for our green spaces to be protected. They are fundamental to the health of this city and help to mitigate the effects of climate change. Development should take place in areas which will have limited environmental repercussions. It is incumbent upon us to consider the impact of this development on future generations. Rather than building another McDonald's, we should be focusing on making life in this city more sustainable for the long term.

I strongly appeal to London City Council to reject this proposal for commercial development.

Sincerely,

Elaine Brander



February 5, 2024

Delivered by email: ASKCITY@london.ca

Office of the City Clerk
Corporation of the City of London
300 Dufferin Ave
PO BOX 5035
London ON N6A 4L9

Re: Remembrance Gardens 2315 River Road

It has come to our attention that City Council, at its next meeting on February 13, 2024 will consider a proposal that Civic Administration be directed to report to the Community and Protective Services Committee with respect to a potential Memorandum of Understanding regarding the Remembrance Gardens located at 2315 River Road. We have seen a proposal/motion put forward by Councillors McAlister and Ferreira.

The Ukrainian Canadian Congress, London Branch and the Ukrainian community of London also have an interest in these Gardens. The UCC London Branch and the London Ukrainian community funded the cost of a monument to honour Cpl. Filip Konowal VC., the only Ukrainian-Canadian recipient of the Victoria Cross. This monument is located in the Remembrance Gardens. Over the years, the UCC London Branch and its members have had an interest and been involved with the maintenance of this monument. Our community participated in a Commemoration Event at these Gardens last Remembrance Day.

We recognize the significant contribution made by volunteer members of the Remember November 11 Association to maintain these Gardens. While our role has been limited to this monument, it is of significant importance to our local Ukrainian community. It is important that we be involved in consideration of any Memorandum of Understanding that is being considered and that our ability to have access to the Gardens and the monument be protected.

We recognize the importance of these Gardens for the London community and the importance of honouring our Canadian veterans. It is important that our community and the general public have proper access to this important public space. We ask that our communication be brought to the attention of Council when they are considering the Memo of Understanding and that any direction given to Civic Administration include involvement of the London UCC Branch.



КОНГРЕС УКРАЇНЦІВ КАНАДИ – ВІДДІЛ ЛОНДОН

UKRAINIAN CANADIAN CONGRESS - LONDON BRANCH

LONDON@UCC.CA

If you require any additional information, please do not hesitate to contact us.

Yours truly,

Daria Hryckiw, President

Olha Nowosad, Vice President

cc: Mayor Josh Morgan (mayors@london.ca)

cc: Councillor Hadleigh McAlister (hmcAlister@london.ca)

cc: Councillor David Ferreira (dferreira@london.ca)

cc: Paul Yeoman, Director of Parks and Forestry (pyeoman@london.ca)

13330347.1

Community and Protective Services Committee

Report

The 3rd Meeting of the Community and Protective Services Committee
January 29, 2024

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

ALSO PRESENT: Deputy Mayor S. Lewis; Councillors C. Rahman and S. Stevenson; R. Armistead, P. Brooks, C. Cooper, K. Dickins, C. Dooling, D. Escobar, M. Feldberg, J. Graham, G. Hadley, Deputy Chief A. Hunt, O. Katolyk, P. Ladouceur, K. Lawrence, L. Marshall, S. Mathers, J. Rennick, P. Yeoman and J. Bunn (Committee Clerk)

Remote Attendance: M. Butlin, S. Corman, E. Hunt, W. Jeffrey, N. Musicco and E. Skalski

The meeting was called to order at 1:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: H. McAlister
Seconded by: E. Pelozza

That Items 2.1 to 2.4 BE APPROVED.

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

Motion Passed (5 to 0)

2.1 Grand Theatre 2024-2027 Multi-Year Grant Agreement

Moved by: H. McAlister
Seconded by: E. Pelozza

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 January 29, 2024, related to the Grand Theatre 2024-2027 Multi-Year Grant Agreement;

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to:

- i) approve the Grant Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and Grand Theatre, setting out the terms and conditions of the City's grant of funds to Grand Theatre;
- ii) authorize the Mayor and the City Clerk to execute the above-noted Grant Agreement;
- iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, to act as the city representative for the purposes of the above-noted Grant Agreement; and,
- iv) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, the authority to amend the above-noted Grant Agreement with respect to the total

maximum amount of the City's contribution towards the funded activity under the Grant Agreement; and,

b) the above-noted staff report BE RECEIVED. (2024-F05A)

Motion Passed

2.2 The London Arts Council 2024-2027 Multi-Year Agreement

Moved by: H. McAlister

Seconded 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 January 29, 2024, related to the London Arts Council 2024-2027 Multi-Year Agreement:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to:

i) approve the Purchase of Service Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the London Arts Council, setting out the terms and conditions of the City's grant of funds to the London Arts Council;

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

iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, to act as the city representative for the purposes of the above-noted Purchase of Service Agreement; and,

iv) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, the authority to amend the above-noted Purchase of Service Agreement with respect to the total maximum amount of the City's contribution towards the funded activity under the Purchase of Service Agreement; and,

b) the above-noted staff report BE RECEIVED. (2024-F05A)

Motion Passed

2.3 London Heritage Council 2024-2027 Multi-Year Agreement

Moved by: H. McAlister

Seconded 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 January 29, 2024, related to the London Heritage Council 2024-2027 Multi-Year Agreement:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to:

i) approve the Purchase of Service Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the London Heritage Council, setting out the terms and conditions of the City's grant of funds to the London Heritage Council;

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

iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, to act as the city

- representative for the purposes of the above-noted Purchase of Service Agreement; and,
- iv) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, the authority to amend the above-noted Purchase of Service Agreement with respect to the total maximum amount of the City's contribution towards the funded activity under the Purchase of Service Agreement; and,
- b) the above-noted staff report BE RECEIVED. (2024-F05A)

Motion Passed

2.4 2023-2024 Next Generation 9-1-1 Transition Funding Support – Transfer Payment Agreements

Moved by: H. McAlister
 Seconded 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 January 29, 2024, related to the 2023-2024 Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreements:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to:
 - i) approve the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement, as appended to the above-noted by-law, between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London and London Police Service Communications Section; it being noted that this is the second round of three years of funding;
 - ii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Agreement;
 - iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement;
 - iv) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under the above-noted Agreement; and,
 - v) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute a future agreement between The Corporation of the City of London and the London Police Services Board assigning the terms of Schedule 'A' of Appendix 'A' to the London Police Services Board; and,

- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024 to:
 - i) approve the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement, as appended to the above-noted by-law, between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London (London Fire Department-Communications Division); it being noted that this is the second round of three years of funding;
 - ii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Agreement;
 - iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to undertake all the administrative, financial

and reporting acts that are necessary in connection with the above-noted Agreement; and,
iv) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under the above-noted Agreement. (2024-P16/F05A)

Motion Passed

2.5 Municipal Compliance Annual Report

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report, dated January 29, 2024, with respect to the Municipal Compliance Annual Report, BE RECEIVED; it being noted that accepting this report does not preclude the committee from further inquiry into 2023 data and future reporting will provide additional information and fulsome aggregate tables on Short Term Accommodations and Property Compliance. (2024-C01)

Motion Passed

Additional Votes:

Moved by: S. Trosow

Seconded by: D. Ferreira

Motion to amend the main motion by adding the following wording:

"it being noted that accepting this report does not preclude the committee from further inquiry into 2023 data and future reporting will provide additional information and fulsome aggregate tables on Short Term Accommodations and Property Compliance."

Yeas: (4): H. McAlister, J. Pribil, S. Trosow, and D. Ferreira

Nays: (1): E. Pelozza

Motion Passed (4 to 1)

Moved by: H. McAlister

Seconded by: J. Pribil

Motion to approve that the staff report, dated January 29, 2024, with respect to the Municipal Compliance Annual Report, BE RECEIVED.

Yeas: (4): E. Pelozza, H. McAlister, J. Pribil, and D. Ferreira

Nays: (1): S. Trosow

Motion Passed (4 to 1)

Moved by: H. McAlister

Seconded by: J. Pribil

That the motion, as amended, BE APPROVED.

Yeas: (4): H. McAlister, J. Pribil, S. Trosow, and D. Ferreira

Nays: (1): E. Pelozza

Motion Passed (4 to 1)

2.6 Operational Transition Plan for 446 King Street Housing Project

That the following actions be taken with respect to the staff report, dated January 29, 2024, related to Operational Transition Plan for the 446 King Street Housing Project:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE AUTHORIZED to disburse up to an additional \$300,000 as municipal contribution to this housing project from the Service Manager Administrative Funding account, conditional on the Canadian Mental Health Association ("CMHA") taking ownership of this property and entering into an agreement of assignment and assumption with The Corporation of the City of London and Council of LIFT Non-Profit Housing Corporation;
- c) the Deputy City Manager BE AUTHORIZED to approve and execute an amendment to the Municipal Contribution Agreement for CMHA to support the business transition plan;
- d) the Civic Administration BE AUTHORIZED to allocate rent subsidies to this project; and,
- e) the Civic Administration BE DIRECTED to provide an update to Council after the transition plan has been successfully implemented. (2024-S11)

Motion Passed

Additional Votes:

Moved by: J. Pribil
Seconded by: S. Trosow

Motion to amend the main motion to add a new part e):

"the Civic Administration BE DIRECTED to provide an update to Council after the transition plan has been successfully implemented."

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

Motion Passed (5 to 0)

Moved by: H. McAlister
Seconded by: D. Ferreira

Motion to approve the motion, as amended.

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

Motion Passed (5 to 0)

2.7 Data Regarding the Relocation of Homeless Individuals

That the following actions be taken with respect to the staff report, dated January 29, 2024, related to Data Regarding the Relocation of Homeless Individuals:

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

b) the Civic Administration BE DIRECTED to update the snapshot of London Homelessness on the City of London website on a quarterly basis. (2024-S14)

Motion Passed

Additional Votes:

Moved by: E. Pelozza
Seconded by: H. McAlister

Motion to approve that, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated January 29, 2024, with respect to Data Regarding the Relocation of Homeless Individuals, BE RECEIVED.

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

Motion Passed (5 to 0)

Moved by: S. Trosow
Seconded by: J. Pribil

Motion to approve that the Civic Administration BE DIRECTED to update the snapshot of London Homelessness on the City of London website on a quarterly basis.

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

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Possible Amendments to the Vehicle for Hire By-law

Moved by: E. Pelozza
Seconded by: H. McAlister

The Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with recommendations on possible amendments to the Vehicle for Hire By-law to address cab owner regulations on minimum vehicle operation periods and licence renewal timeframes; it being noted that the Civic Administration will be reporting back on vehicle age limits in 2024; it being further noted that a verbal delegation from H. Savehilaghi, Yellow London Taxi Inc., with respect to this matter, was received. (2024-T03)

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

Motion Passed (5 to 0)

Additional Votes:

Moved by: E. Pelozza
Seconded by: H. McAlister

Motion to approve the delegation request from H. Savehilaghi, Yellow London Taxi Inc. to be heard at this meeting.

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

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) Remembrance Gardens at 2315 River Road

Moved by: H. McAlister

Seconded by: D. Ferreira

That the following actions be taken with respect to the Remembrance Gardens Located at 2315 River Road:

- a) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with a memorandum of understanding laying out the roles and responsibilities of the City of London and the Remember the November 11th Association, for the shared operations of the Remembrance Gardens, located at 2315 River Road, by the end of Q2 of 2024; it being noted that this report would include any costs that may be incurred on the part of the city for regular maintenance, electrical, or infrastructure upgrades which may be required on the property;
- b) the Civic Administration BE DIRECTED to recognize and promote Remembrance Gardens as an attraction for both residents and visitors and to include park signage; and,
- c) the communication from Councillor H. McAlister and Councillor D. Ferreira, as appended to the Added Agenda, BE RECEIVED. (2024-M02)

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

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 3:01 PM.

Civic Works Committee

Report

The 3rd Meeting of the Civic Works Committee
January 30, 2024

PRESENT: Councillors A. Hopkins (Chair), J. Pribil, S. Trosow, S. Franke, D. Ferreira

ALSO PRESENT: Councillor S. Stevenson; S. Chambers, G. Dales, J. Dann, A. Job, D. MacRae, A. Rammeloo, A. Rozentals, K. Scherr, A. Spahiu, J. Stanford, J. Trela and J. Bunn (Committee Clerk)

Remote Attendance: M. Butlin, E. Hunt and E. Skalski

The meeting was called to order at 9:30 AM; it being noted that Councillors D. Ferreira and S. Franke were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Franke

Seconded by: D. Ferreira

That Items 2.1 to 2.3 and 2.5 to 2.7 BE APPROVED.

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

2.1 2nd Report of the Integrated Transportation Community Advisory Committee

Moved by: S. Franke

Seconded by: D. Ferreira

The following actions be taken with respect to the Integrated Transportation Community Advisory Committee (ITCAC), from the meeting held on January 17, 2024:

a) the Civic Administration BE REQUESTED to attend a future meeting of the ITCAC to present options for Thames Valley Parkway detours during the upcoming Greenway Wastewater Treatment Plant Flood Protection Project; and,

b) clauses 1.1, 2.1, 2.2, 3.1 and 3.3 and 4.1 BE RECEIVED.

Motion Passed

2.2 2023 External Audit of London's Drinking Water Quality Management System and 2022 Management Review

Moved by: S. Franke

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 30, 2024, with respect to

Motion Passed

2.3 RFP 2023-189 Large Diameter Watermain Inspection

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 January 30, 2024, related to RFP 2023-189 Large Diameter Watermain Inspection:

- a) GHD Limited BE APPOINTED to conduct consulting engineer services in the amount of \$1,275,707.94 including contingency (excluding HST), in accordance with Section 12.2(b) 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. (2024-E13)

Motion Passed

2.5 Contract Award - Tender No. RFT-2023-241 - East London Link and Municipal Infrastructure Improvements Phase 3C - Highbury Avenue

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 January 30, 2024, related to a Contract Award for Tender No. RFT-2023-241 for the East London Link and Municipal Infrastructure Improvements Phase 3C Highbury Avenue:

- a) the bid submitted by Bre-ex Construction Inc. at its tendered price of \$28,487,258.16 (excluding HST), for the East London Link and Municipal Infrastructure Improvements Phase 3C project, BE ACCEPTED; it being noted that the bid submitted by Bre-ex Construction Inc. was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) Dillon Consulting Limited BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$2,253,446.80 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project as it relates to interaction with Canadian Pacific and Kansas City Southern (CPCK) Railway;
- f) the Civic Administration BE AUTHORIZED to approve Memorandums of Understanding between the Corporation of the City of London and public utilities and private service owners in relation to the cost-sharing of servicing works contained within the East London Link and Municipal Infrastructure Improvements Phase 3C project contract;
- g) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2023-241); and,
- h) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-L04)

Motion Passed

2.6 Contract Award - Tender No. RFT-2022-314 - Rapid Transit Implementation - Clarks Bridge and Wellington Road from Thames River to Watson Street

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 January 30, 2024, related to a Contract Award for Tender No. RFT-2022-314 for Rapid Transit Implementation at Clarks Bridge and Wellington Road from the Thames River to Watson Street:

- a) the bid submitted by Bre-Ex Construction Inc, at its tendered price of \$18,297,251.48 (excluding HST), for the Rapid Transit Implementation, Clarks Bridge and Wellington Road from Thames River to Watson Street project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc was the lowest of three (3) bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$1,899,245 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the "Sources of Financing Report", as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the Civic Administration BE AUTHORIZED to approve Memorandums of Understanding between the Corporation of the City of London and public utilities and private service owners in relation to the cost-sharing of servicing works contained within the Rapid Transit Implementation – Clarks Bridge and Wellington Road from Thames River to Watson Street project contract;

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2022-314); and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-T03)

Motion Passed

2.7 Professional Consulting over \$100k: Highway 401 and Wellington Road/Highbury Avenue Area Traffic Study

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 January 30, 2024, related to Professional Consulting over \$100k for the Highway 401 and Wellington Road/Highbury Avenue Area Traffic Study:

a) the contract with WSP E&I Canada Limited BE INCREASED by \$31,948, to a total amended value of \$122,438 (excluding HST), to allow for completion of additional traffic study activities, in accordance with Section 15.1 c) of the Procurement of Goods and Services Policy;

b) the financing for this contract amendment 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 contract amendment; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-T08)

Motion Passed

2.4 Contract Award - Tender No. RFT-2023-264 - East London Link Phase 3A West - Dundas Street

Moved by: S. Trosow

Seconded by: S. Franke

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 30, 2024, related to a Contract Award for Tender No. RFT-2023-264 for the East London Link Phase 3A West Dundas Street:

a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$9,277,302.47 (excluding HST), for the East London Link Phase 3A West project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of five (5) bids received and meets the City's specifications and requirements in all areas;

b) Dillon Consulting Limited BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$1,244,545.50 (excluding

HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

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

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

e) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project, as it relates to interaction with Canadian National Railway (CNR);

f) the Civic Administration BE AUTHORIZED to approve Memorandums of Understanding between The Corporation of the City of London and public utilities and private service owners in relation to the cost-sharing of servicing works contained within the East London Link and Municipal Infrastructure Improvements Phase 3A project contract;

g) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2023-264); and,

h) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-L04)

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Jenkens Municipal Drain Improvements

Moved by: S. Franke

Seconded by: D. Ferreira

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 30, 2024, related to the Jenkens Municipal Drain Improvements:

a) the drainage report, as appended to the above-noted staff report, prepared by Spriet Associates London Ltd, Consulting Engineers, for the for the construction of the Jenkens Municipal Drain (2023) BE ADOPTED; it being noted the notice of the public meeting was provided in accordance with the provisions of Section 41 of the Drainage Act; and,

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at this meeting and BE GIVEN two readings at the February 13, 2024 Council meeting to authorize the construction of the Jenkens Municipal Drain 2023 project; it being noted that the third reading of the by-law for enactment would occur at the Council meeting after holding of the Court of Revision in connection with the project. (2024-E09)

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: J. Pribil

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

Moved by: S. Trosow

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 9:58 AM.

Strategic Priorities and Policy Committee

Report

5th Meeting of the Strategic Priorities and Policy Committee
February 6, 2024

PRESENT: Councillors S. Lewis (Chair), H. McAlister, 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, Mayor J. Morgan

ALSO PRESENT: L. Livingstone, A. Barbon, M. Butlin, C. Cooper, S. Corman, K. Dickins, D. Escobar, M. Feldberg, L. Marshall, S. Mathers, J. Paradis, T. Pollitt, J. Raycroft, K. Scherr, M. Schulthess, K. Scott, E. Skalski, C. Smith

Remote Attendance: K. Green, E. Hunt

The meeting is called to order at 1:00 PM; it being noted that Councillors S. Franke, P. Van Meerbergen and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Cuddy

Seconded by: S. Lehman

That Consent items 2.1 and 2.4 BE APPROVED.

Yeas: (15): S. Lewis, H. McAlister, 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, and J. Morgan

Motion Passed (15 to 0)

2.1 Special Meeting of the Shareholder of the Housing Development Corporation, London

Moved by: P. Cuddy

Seconded by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-laws appended to the staff report dated February 6, 2024 as Appendix "A" and Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to:

a) to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London to authorize the Housing Development Corporation, London to make application for Articles of Amendment to change the number of directors to a minimum of one (1) and a maximum of ten (10);

b) to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London to address certain corporate deficiencies and outstanding corporate matters, specifically to ratify, confirm and approve the following:

- i) ratify, confirm, and approve that Stephen Joseph Giustizia has never been elected as a director of the Corporation;
- ii) to ratify, confirm and approve the resignations of directors set out in the special resolution;
- iii) to ratify, confirm and approve that Craig Cooper was elected as a director of the Corporation on May 6, 2020; and
- iv) ratify, confirm, and approve all resignations and/or removals by the shareholder of the Corporation, and past appointments and elections of directors of the Corporation made by the shareholder of the Corporation.

Motion Passed

2.4 Contract Award for RFP 2023-346 - Consultation for Ward Boundary Review

Moved by: P. Cuddy

Seconded by: S. Lehman

That on the recommendation of the City Clerk, the following actions be taken with respect to the award of contract for the Request for Proposal RFP 2023-346 – Consultation for Ward Boundary Review:

- a) Watson & Associates Economists Ltd. BE APPOINTED to conduct consultation services in the amount of \$123,600 including contingency, excluding HST, in accordance with Section 12.2(b) 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 staff report as Appendix “A”;
- c) the Civic Administration BE AUTHORIZED to undertake all 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 with Watson & Associates Economists Ltd. for this work; and
- e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.

Motion Passed

2.2 SS-2024-042: Housing Stability Services Single Source

Moved by: E. Pelosa

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, that this SS-2024-042: Housing Stability Services Single Source report be received, and the following actions be taken regarding Housing Stability Services Municipal Purchase of Service agreements:

- a) single source procurements (SS-2024-042) with the Service Providers as outlined in Schedule 1, as appended to the staff report, for the period April 1, 2024 to March 31, 2026, with the option to renew for up to two additional two-year periods subject to the availability of future funding BE APPROVED;
- b) one-time funding requests of up to \$273,204 (with costs related to compensation and diversity recruitment consultant, fundraising supports, and security needs consultant removed) as outlined in Schedule 3, as appended to the staff report for the period of April 1, 2024 to March 31, 2025 BE APPROVED;

- c) a drawdown from the Operating Budget Contingency Reserve in the amount of up to \$4,576,168 BE APPROVED to fund the costs of these procurements in excess of available budgets;
- d) the Civic Administration BE AUTHORIZED to continue to engage with the Encampment Reference Table in the design of an inclement weather plan that will be brought back for council endorsement in Q3 2024;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and
- f) the approval given herein BE CONDITIONAL upon the Corporation amending or entering into a Purchase of Service Agreement or other existing agreements;

it being noted that the Strategic Priorities and Policy Committee received a communication dated February 2, 2024 from C. Lazenby, Executive Director, Unity Project with respect to this matter.

ADDITIONAL VOTES:

Moved by: E. Pelosa

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, that this SS-2024-042: Housing Stability Services Single Source report be received, and the following actions be taken regarding Housing Stability Services Municipal Purchase of Service agreements:

- a) single source procurements (SS-2024-042) with the Service Providers as outlined in Schedule 1, as appended to the staff report, for the period April 1, 2024 to March 31, 2026, with the option to renew for up to two additional two-year periods subject to the availability of future funding BE APPROVED;
- b) one-time funding requests of up to \$296,891 as outlined in Schedule 3, as appended to the staff report for the period of April 1, 2024 to March 31, 2025 BE APPROVED;
- c) a drawdown from the Operating Budget Contingency Reserve in the amount of up to \$4,599,855 BE APPROVED to fund the costs of these procurements in excess of available budgets;
- d) the Civic Administration BE AUTHORIZED to continue to engage with the Encampment Reference Table in the design of an inclement weather plan that will be brought back for council endorsement in Q4 2024;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and
- f) the approval given herein BE CONDITIONAL upon the Corporation amending or entering into a Purchase of Service Agreement or other existing agreements;

it being noted that the Strategic Priorities and Policy Committee received a communication dated February 2, 2024 from C. Lazenby, Executive Director, Unity Project with respect to this matter.

Moved by: C. Rahman

Seconded by: J. Pribil

Motion TO AMEND parts b) and c) to remove the costs related "compensation and diversity recruitment consultant" at \$14,970, "fundraising supports" at \$5,717, and "security needs consultant" at \$3,000. Parts b) and c) to read as follows:

- b) one-time funding requests of up to \$273,204 (with costs related to compensation and diversity recruitment consultant, fundraising supports,

and security needs consultant removed) as outlined in Schedule 3, as appended to the staff report for the period of April 1, 2024 to March 31, 2025 BE APPROVED;

c) a drawdown from the Operating Budget Contingency Reserve in the amount of up to \$4,576,168 BE APPROVED to fund the costs of these procurements in excess of available budgets;

Yeas: (15): S. Lewis, H. McAlister, 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, and J. Morgan

Motion Passed (15 to 0)

Moved by: E. Pelozza
Seconded by: D. Ferreira

That item 2.2, as amended, BE APPROVED.

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

2.3 Community Advisory Committee on Planning (CACP) - Terms of Reference

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

That the report entitled Community Advisory Committee on Planning (CACP) Terms of Reference BE REFERRED to the Community Advisory Committee on Planning for consultation on the amended Terms of Reference.

it being noted that the Strategic Priorities and Policy received a communication from S. Bergman, Chair, Community Advisory Committee on Planning with respect to this matter.

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

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

ADDITIONAL VOTES:

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

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

a) the report entitled Community Advisory Committee on Planning (CACP) Terms of Reference BE RECEIVED for information; and,

b) the Terms of Reference for the Community Advisory Committee on Planning (CACP) BE APPROVED as appended to the staff report as Appendix "A";

it being noted that the Strategic Priorities and Policy received a communication from S. Bergman, Chair, Community Advisory Committee on Planning with respect to this matter.

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

5.1 (ADDED) Capital Project Overruns - Mayor J. Morgan, Councillor S. Franke, Councillor A. Hopkins

Moved by: J. Morgan

Seconded by: A. Hopkins

That, with respect to the resolution from the Association of Municipalities of Ontario (AMO), the following actions be taken:

a) that the attached resolution from the Association of Municipalities of Ontario, requesting the Province of Ontario to undertake a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario BE ENDORSED;

b) that Mayor Morgan, Councillor Franke and Councillor Hopkins BE SUPPORTED by Municipal Council in raising these concerns at Ontario Big City Mayors (OBCM), Federation of Canadian Municipalities (FCM) and Association of Municipalities of Ontario (AMO), respectively; and

c) that the communication on the Added Agenda, from Mayor Morgan, Councillor Franke and Councillor Hopkins, with respect to this matter BE RECEIVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

6. Confidential

None.

7. Adjournment

Moved by: D. Ferreira

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 2:53 PM.

Draft Resolution

WHEREAS current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life

WHEREAS nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility and expenditures are outpacing provincial contributions by nearly \$4 billion a year

WHEREAS municipal revenues, such as property taxes, do not grow with the economy or inflation

WHEREAS unprecedented population and housing growth will require significant investments in municipal infrastructure

WHEREAS municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises

WHEREAS inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity

WHEREAS property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need

WHEREAS the province can, and should, invest more in the prosperity of communities

WHEREAS municipalities and the provincial government have a strong history of collaboration

THEREFORE, BE IT RESOLVED THAT the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario (premier@ontario.ca); Minister of Municipal Affairs and Housing (minister.mah@ontario.ca); the Minister of Finance (minister.fin@ontario.ca); and to the Association of Municipalities of Ontario (amo@amo.on.ca).

Planning and Environment Committee

Report

3rd Meeting of the Planning and Environment Committee
January 30, 2024

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

ALSO PRESENT: Councillors P. Cuddy, J. Pribil, S. Trosow and A. Hopkins; J. Adema, C. Cernanec, M. Corby, B. Coveney, J. Dann, K. Edwards, K. Gonyou, B. House, M. Hynes, A. Job, S. Mathers, H. McNeely, K. Mitchener, N. O'Brien, B. O'Hagan, N. Pasato, M. Pease, M. Tomazincic, M. Vivian and K. Wilding

Remote Attendance: I. Abushehada, M. Almusawi, E. Hunt, P. Kavcic, B. Lambert, M. Losee, B. Page, E. Skalski and J. Stanford

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: C. Rahman

Seconded by: S. Lewis

That Items 2.1 to 2.4, inclusive, BE APPROVED.

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

Motion Passed (5 to 0)

2.1 Delegated Authority for Consent

Moved by: C. Rahman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to amend By-law CP-23 to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-23, as amended;

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. (2024-D28)

Motion Passed

2.2 Building Division Monthly Report - November 2023

Moved by: C. Rahman

Seconded by: S. Lewis

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

Motion Passed

2.3 Building Division Monthly Report - December 2023

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

That the Building Division monthly report for the month of December, 2023 BE RECEIVED for information. (2024-A23)

Motion Passed

2.4 2nd Report of the Ecological Community Advisory Committee

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

That the 2nd Report of the Ecological Community Advisory Committee, from its meeting held on January 18, 2024, BE RECEIVED for information.

Motion Passed

3. Scheduled Items

3.1 1st Report of the Community Advisory Committee on Planning

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

That the 1st Report of the Community Advisory Committee on Planning (CACP), from its meeting held on January 10, 2024, BE RECEIVED for information; it being noted that the Planning and Environment Committee heard a verbal presentation from S. Bergman, Chair, CACP, with respect to these matters.

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

Motion Passed (5 to 0)

3.2 900 Wilton Grove (Z-9677)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Blackbridge Property Inc., (c/o Monteith Brown Planning Consultants), relating to the property located at 900 Wilton Grove Road, the proposed by-law appended to the staff report dated January 30, 2024, as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, 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 Light Industrial (LI2, LI3, LI7) Zone TO a Light Industrial Special Provision (LI2, LI3, LI7(_)) Zone;

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

- A. Lagrou, Monteith Brown Planning Consultants;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Light Industrial Place Type policies; and,
- the recommended amendment would permit an additional use that is considered appropriate within the surrounding context and will facilitate the reuse of the existing building;

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. (2024-D14)

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

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

Moved by: C. Rahman

Seconded by: S. Hillier

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 Demolition Request for Heritage Listed Properties at 16 Wellington Road and 26, 28 & 30 Wellington Road

Moved by: C. Rahman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, with respect to the demolition requests, the following properties BE REMOVED from the Register of Cultural Heritage Resources:

- a) 16 Wellington Road;
- b) 26 Wellington Road;
- c) 28 Wellington Road; and,
- d) 30 Wellington Road;

it being noted that commemorative measures will be implemented during the BRT Wellington Gateway construction project in recognition of the significant cultural heritage value of the abovementioned properties;

it being further noted that no individuals spoke at the public participation meeting associated with these matters;

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. (2024-R01)

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: S. Hillier

Seconded by: C. Rahman

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 3502 Manning Drive (OZ-9674)

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 The Corporation of the City of London, relating to the property located at 3502 Manning Drive:

a) the proposed by-laws appended to the staff report dated January 30, 2024 as Appendix "A" and Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024 to amend the Official Plan for the City of London, 2016, to:

i) amend Map 1 – Place Types to change the designation of portions of the subject lands FROM an Environmental Review Place Type TO Green Space Place Type and Waste Management Resource Recovery Area Place Type; and to change the designation of a portion of the subject lands FROM a Waste Management Resource Recovery Area Place Type TO a Green Space Place Type; and,

ii) amend Map 5 – Natural Heritage to DELETE a portion of the Valleylands designation; to ADD Significant Valleylands designation to a portion of the subject lands; to change the designation of the northerly-located wetland FROM an Unevaluated Wetlands TO Wetlands; and to DELETE the Unevaluated Wetlands designation from the westerly located feature;

b) the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of portions of the subject property FROM an Agricultural (AG2) Zone TO an Open Space (OS5) Zone and a Waste & Resource Management (WRM1) Zone;

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

- M. Williams; and,

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including, but not limited to, the Key Directions, Environmental Review Place Type, Open Space Place Type and Waste Management Resource Recovery Area Place Type;
- environmental studies have been undertaken and recommendations have informed the proposed designations and zoning;
- the recommended amendment is not intended to impact the character of the agricultural area and is solely intended to expand the Waste Management facility within the allocated subject lands; and,
- the recommended amendment considers both the long-term protection of agricultural resources and the long-term compatibility of uses;

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. (2024-D14)

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

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, 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)

3.5 4366 Colonel Talbot Road (Z-9676)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Lambeth Health Organization Inc., (c/o Siv-ik Planning & Design Inc.), relating to the property located at 4366 Colonel Talbot Road:

a) the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, 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 Arterial Commercial (h-17*h-18*h-124*AC2) Zone TO a Business District Commercial Special Provision (BDC(_)) Zone;

b) the requested Special Provision, as part of the amendment to Zoning By-law No. Z.-1, that a single-lane drive-through exit shall be permitted onto Colonel Talbot Road, BE REFUSED for the following reason:

i) the requested Special Provision does not conform to the policies of The London Plan, including the Mobility policies and criteria of the Planning Impact Analysis, the Southwest Area Secondary Plan, nor the regulations of the Access Management Guidelines or Zoning By-law No. Z.-1 with regards to drive-through facility locations;

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

- i) relocate the exit of the drive-through lane internal to the site;
- ii) a landscape buffer between a drive-through lane and adjacent properties of 3.0 metre to the north and 1.5 metres to the east shall be provided;
- iii) implement the recommendations of the noise study; and,
- iv) short-term bicycle parking is required;

it being noted that the Planning and Environment Committee received the Project Summary from M. Davis, Siv-ik Planning and Design Inc., with respect to these matters;

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

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

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 Building policies, and the Main Street Place Type policies;
- the recommended amendment conforms to policies of the Southwest Area Secondary Plan, including but not limited to the Main

Street Lambeth North Neighbourhood policies; and,

- the recommended amendment facilitates the redevelopment of an underutilized site with an appropriate range of uses at an appropriate scale and intensity;

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. (2024-D14)

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: S. Hillier

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. Hillier

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)

3.6 934 Oxford Street West (Z-9678)

Moved by: C. Rahman

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2419361 Ontario Inc., relating to the property located at 934 Oxford Street West:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Residential R1 (R1-10) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone, BE REFUSED for the following reasons:

i) the proposed development does not conform to the Official Plan, The London Plan, for the City of London including, but not limited to, the Key Directions, City Design policies, and Intensity and Form policies of the Neighbourhoods Place Type;

ii) the proposed development, in its current form, is too intense and cannot meet site design requirements such as appropriate building and parking area setbacks, appropriate parking configuration, impact mitigation and waste and snow storage;

iii) the proposed development sets a precedent for similar developments in the area. This would result in multiple access points to Oxford Street West which is not in keeping with access management guidelines which seek to consolidate access points along higher order roads to ensure access points appropriately separated and safe.

b) the Civic Administration BE DIRECTED to transfer the planning application fee for this Zoning Bylaw amendment to a subsequent application on the same property;

it being noted that the Applicant submitted a revised concept plan on January 16, 2024 with the intention of working through issues with Staff; however, the statutory timelines under the *Planning Act* require a decision at the February 13, 2024 Council meeting to avoid issuing a refund;

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

- a communication dated January 25, 2024, from T. Whitney, Zelinka Priamo Ltd;
- a communication from A. Johnson; and,
- a revised recommendation from Deputy Mayor S. Lewis;

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

- T. Whitney, Zelinka Priamo Ltd.;
- C. Beck on behalf of A. Johnson;
- A-M. Valastro; and,
- M. Zwart, Oakridge Presbyterian Church;

it being also noted that the Municipal Council refuses this application for the following reasons:

- the proposed development does not conform to the Official Plan, The London Plan, for the City of London including, but not limited to, the Key Directions, City Design policies, and Intensity and Form policies of the Neighbourhoods Place Type;
- the proposed development, in its current form, is too intense and cannot meet site design requirements such as appropriate building and parking area setbacks, appropriate parking configuration, impact mitigation and waste and snow storage; and,
- the proposed development sets a precedent for similar developments in the area. This would result in multiple access points to Oxford Street West which is not in keeping with access management guidelines which seek to consolidate access points along higher order roads to ensure access points appropriately separated and safe;

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. (2024-D14)

Yeas: (3): S. Lehman, C. Rahman, and S. Franke

Nays: (2): S. Lewis, and S. Hillier

Motion Passed (3 to 2)

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Hillier

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. Lewis
Seconded by: S. Hillier

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. Lewis
Seconded by: S. Hillier

Motion to approve the application by 2419361 Ontario Inc., relating to the property located at 934 Oxford Street West:

a) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, 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 (R1-10) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone; and,

b) pursuant to subsection 34(17) of the *Planning Act*, no further notice be given;

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

- this decision is consistent with the Provincial Policy Statement; and,
- the statutory deadline for a decision under Bill 109 regulations cannot be met if a referral back or if recirculation of notice on the revised concept prepared by the applicant in response to staff concerns on the original application submission were directed.

Yeas: (2): S. Lewis, and S. Franke

Nays: (3): S. Lehman, C. Rahman, and S. Hillier

Motion Failed (2 to 3)

3.7 Housekeeping Amendments to the Zoning By-law (Z-9679)

Moved by: S. Lewis
Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to amend Zoning By-law Z.-1, by correcting errors and omissions, adjusting and adding definitions, and amending general provisions and definitions;

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

- M. Wallace, London Development Institute;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the general intent of The London Plan, including but not limited to the City Building Policies; and,
- the recommended amendment support's Council's commitment to supporting streamlined planning and building approvals, avoiding unnecessary processes and increasing the supply of housing;

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. (2024-D14)

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. Hillier

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. Lewis
Seconded by: C. Rahman

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)

3.8 City-Wide 5-Bedroom Limits and Increased Permissions for Additional Residential Units (OZ-9661)

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 Official Plan and Zoning By-law requirements for 5-bedroom limits and additional residential units:

- a) the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024 TO AMEND the Official Plan for the City of London, 2016, Policy 942 relating to additional residential unit permissions and amend wording referring to accessory buildings containing additional residential units;
- b) the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024 TO AMEND Zoning By-law No. Z.-1 Sections 2, 4, 5, 6, 7, 8 relating to additional residential unit permissions, in part to conform with the Official Plan for the City of London, 2016, as amended in part a) above; and,

c) the proposed by-law appended to the staff report dated January 30, 2024 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024 TO AMEND Zoning By-law No. Z.-1, to remove the city-wide 5-bedroom limit from Section 2 " Dwelling " definitions, to modify Section 2 " Dwelling Unit " definition to include reference to the Near Campus Neighbourhood 5-bedroom limit, and modify Section 4.37.5 to include provision for bedroom limit increases related to additional residential unit creation within Near Campus Neighbourhoods;

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

- a communication dated January 10, 2024 from A. Kaplansky;
- a communication dated January 19, 2024 from J-M. Metrailler;
- a communication dated January 24, 2024 from the R. Zelinka, Chair, London Area Planning Consultants;
- a communication dated January 26, 2024 from J. Halsall;
- a communication dated January 28, 2024 from M. Bartlett;
- a communication dated January 28, 2024 from C. Barker;
- a communication dated January 30, 2024 from S. Bentley, Interim President, Broughdale Community Association and area resident; and,
- a communication from AM. Valastro;

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

- A. Kaplansky;
- J. Reid;
- A-M. Valastro;
- T. Rutten;
- J. Zaifman, CEO, London Home Builders Association;
- M. Wallace, London Development;
- J.M. Fleming, City Planning Solutions on behalf of Copps Backyard Homes;
- S. Copp;
- J. Halsall;
- D. Jones, Orchard Park Sherwood Forest Executive;
- J.M. Metrailler;
- H. Pearce;
- S. Saker, Saker Realty;
- M. Bartlett, Broughdale Community Association Executive; and,
- M. Blosh;

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 general intent of The London Plan, including but not limited to the Neighbourhoods Place Type, Policy 942; and,
- the recommended amendment support's Council's commitment to increase housing supply and affordability;

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. (2024-D14)

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

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Hillier

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. Hillier

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)

3.9 1310 Adelaide Street North and 795 Windermere Road (OZ-8709)

Moved by: S. Lewis

Seconded by: S. Lehman

That the following actions be taken with respect to the application by Royal Premier Development, relating to the property located at 1310 Adelaide Street North & 795 Windermere Road:

a) the attached, revised, proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024 to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Green Space Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of the Official Plan;

b) the attached, revised, proposed by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016 as amended in part a) above), to change the zoning of the subject property FROM an Open Space Special Provision (OS4(2)) Zone TO a Holding Open Space Special Provision (h-18*OS4(_)) Zone;

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

i) ensure there is a network of walkways between the parking areas, building entrances, the public sidewalk on Adelaide Street North and the Thames Valley Parkway along Windemere Road to allow for safe and convenient pedestrian connectivity throughout the site and support transit usage; and,

ii) review City parking lot upgrades and field house as part of site plan review process;

d) 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;

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;
- S. Pratt, Upper Thames River Conservation Authority;
- D. Windsor; and,
- M. Blosch;

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 permits development and site alteration in those portions of hazardous lands and hazardous sites where the effects and risk to public safety are minor, could be mitigated in accordance with provincial standards, and where development and site alteration is carried out in accordance with floodproofing standards, protection works standards, and access standards, vehicles and people have a way of safely entering and exiting the area during times of flooding, erosion and other emergencies, new hazards are not created and existing hazards are not aggravated, and no adverse environmental impacts will result;
- the recommended amendment conforms to The London Plan, including but not limited to the Policies for Specific Areas, and the Green Space Place Type policies;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of The London Plan, including, but not limited to Specific Area Policies (Map 7), the Green Space Place Type, the Our Tools, and all other applicable policies in The London Plan; and,
- the recommended amendment will establish a principle of development for a site by allowing some additional development opportunity, while ensuring protection of public safety and minimizing property damage;

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. (2024-D14)

Yeas: (3): S. Lehman, S. Lewis, and S. Hillier

Nays: (2): C. Rahman, and S. Franke

Motion Passed (3 to 2)

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)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: C. Rahman

That the Deferred Matters List BE RECEIVED for information. (2023-D09)

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

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 4:11 PM.

Corporate Services Committee

Report

3rd Meeting of the Corporate Services Committee
February 5, 2024

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

ABSENT: C. Rahman

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, D. Escobar, V. Morgado, J. Paradis, T. Pollitt, E. Skalski, J. Wills.

Remote Attendance: Councillor S. Franke, Deputy Mayor S. Lewis, S. Corman, E. Hunt, L. Stewart.

The meeting is called to order at 1:00 PM it being noted that Councillor P. Van Meerbergen was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Cuddy

Seconded by: S. Stevenson

That consent Items 2.1 and 2.2 BE APPROVED.

Yeas: (4): H. McAlister, P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): C. Rahman

Motion Passed (4 to 0)

2.1 Single Source SS-2024-032 Argyle Arena Refrigeration Condensing Unit Replacement

Moved by: P. Cuddy

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the procurement of a refrigeration condensing unit:

a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, the Civic Administration BE AUTHORIZED to single source the supply and installation of a refrigeration condensing unit at Argyle Arena from CIMCO Refrigeration, valued at \$330,000, including contingency, excluding HST;

b) the approval a) above, BE CONDITIONAL upon The Corporation of the City of London's satisfactory review and confirmation of quoted pricing, terms, conditions, and entering a contract with CIMCO Refrigeration to supply and install the required condensing unit:

c) the financing for this procurement BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated February 5, 2024 as Appendix "A"; and

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above.

Motion Passed

2.2 Federation of Canadian Municipalities Advocacy Days and Board Meeting

Moved by: P. Cuddy

Seconded by: S. Stevenson

That the communication dated January 15, 2024 from Councillor S. Franke regarding the Federation of Canadian Municipalities (FCM) Board of Directors Advocacy Days from the meeting held in Ottawa, ON on November 24, 2023, BE RECEIVED for information.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

Moved by: S. Stevenson

Seconded by: P. Cuddy

That items 5.1 and 5.2 BE APPROVED.

Yeas: (4): H. McAlister, P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): C. Rahman

Motion Passed (4 to 0)

5.1 (ADDED) Application - Issuance of Proclamation - Multiple Myeloma Awareness Month

Moved by: S. Stevenson

Seconded by: P. Cuddy

That based on the application dated January 29, 2024 from London and District Myeloma Support Group, the month of March 2024 BE PROCLAIMED as Multiple Myeloma Awareness Month.

Motion Passed

5.2 (ADDED) Application - Issuance of Proclamation - BGC Club Day

Moved by: S. Stevenson

Seconded by: P. Cuddy

That based on the application dated February 1, 2024 from BGC London, June 7, 2024 BE PROCLAIMED BGC Club Day.

Motion Passed

6. Confidential (Enclosed for Members only.)

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

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

6.1 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City.

Yeas: (4): H. McAlister, P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): C. Rahman

Motion Passed (4 to 0)

The Corporate Services Committee convenes In Closed Session from 1:04 PM to 1:18 PM.

7. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:19 PM.

Bill No. 46
2024

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 13th day of
February, 2024.

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 February 13, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Bill No. 47
2024

By-law No. A.-_____ -____

A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the 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 Grand Theatre is a non-share corporation;

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, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Municipal Council considers it to be in the interests of the municipality to provide a grant to Grand Theatre as provided in the attached Grant Agreement;

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

1. The Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and Grand Theatre (the “Grant Agreement”) setting out the terms and conditions of the City’s grant of funds to Grand Theatre is approved.
2. The Mayor and Clerk are authorized to execute the Grant Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to act as the City Representative for the purposes of the Grant Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to amend the Grant Agreement with respect to the total maximum amount of the City’s contribution towards the Funded Activity under the Grant Agreement.
5. 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 February 13, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule A

Grant Agreement

THIS AGREEMENT with effect as of January 1, 2024

Between

The Corporation of the City of London
(the "City")

-and-

Grand Theatre

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 requested from the City a grant to assist the Recipient in the Recipient's activities as described in **Schedule A** ("the Funded Activity");

AND WHEREAS City Council 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 compliance with the terms and conditions set out in **Schedule B**;

1.2 Schedules Forming Part of Agreement

The following Schedules, form part of this Agreement:

Schedule A: Description of the Funded Activity

Schedule B: The Financial Provisions

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 on January 1, 2024, and shall terminate on December 31, 2027, the Funded Activity End Date as set out in **Schedule A** ("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**.

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 immediately upon written demand of the City Representative.

5.3 The Recipient shall return all unexpended grant funds to the City within ninety (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. Reports

6.1 The Recipient shall submit the reports as set out in **Schedule A**, on or before the date set out in **Schedule A** to the City Representative in a form and content satisfactory to the City Representative.

7. Right of Audit

- 7.1 (a) The City auditor or anyone designated in writing by the City auditor or the City Representative may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant funds 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 Representative.

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
Fax #: 519 661-5920

The Recipient
As set out in **Schedule A**

- (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 grant and the nature of the activity supported under this Agreement.
- (b) The Recipient shall acknowledge the support of the City under this Agreement in all its primary marketing and promotional materials.

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 fifteen (15) days' prior written notice to the Recipient. Upon termination, the Recipient agrees to pay the City any unused portion of the grant funds.

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
- (c) the Recipient or it is dissolved;
- (d) the Recipient ceases actual bona fide operation for a period of thirty (30) days;
- (e) the Recipient has knowingly submitted false or misleading information to the City;
- (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;
- (g) 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;
- (h) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
- (i) the Recipient ceases to be a non-share capital, non-profit corporation accorded charitable status by the Canada Revenue Agency.

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/or 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 willful 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 Five Million Dollars (\$5,000,000.00) 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, the Recipient 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) 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 Populations

13.1 The Recipient shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students providing these services. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including but not limited to Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Fire Safety and Emergency Information.

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, licenses, 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 custody or 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.

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. Entire Agreement

18.1 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.

19. Waiver

19.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

20. Circumstances Beyond the Control of Either Party

20.1 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.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. Headings

22.1 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.

23. Canadian Currency

23.1 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.

24. Other Agreements

24.1 If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other Agreement with the City;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other Agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other Agreement; and
- (d) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate this Agreement at any time, including immediately, upon giving written notice to the Recipient.

25. Execution of Agreement.

25.1 The Recipient represents and warrants that:

- (a) It has the full power and authority to enter into this Agreement; and
- (b) It has taken all necessary actions to authorize the execution of this Agreement.

26. Survival

26.1 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Section 1 and any other applicable definitions, Section 5, Section 6, Section 7, Section 8, Section 10.4, Section 11, Sections 18 to 26 inclusive and, Schedule "A".

27. Payment of Grant is Subject to City Budget Approval

27.1 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 WITNESS WHEREOF the parties to this Agreement have set their hands and seals:
SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date: _____
Josh Morgan, Mayor

Date: _____
Michael Schulthess, City Clerk

Grand Theatre

Date: _____
(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation.

SCHEDULE A – Operating Grant
THE FUNDED ACTIVITY

1. Full Legal Name of Recipient: Grand Theatre

Address for Service of Notice: 471 Richmond Street, London, ON N6A 3E4

Primary Contact Name: Executive Director, Evan Klaasen

Phone #: 519 672-9030 ext.255

Fax #: 519 672-2620 E-mail: eklaasen@grandtheatre.com

2. Funded Activity Start Date (date for which funding will be commenced): January 1, 2024

3. Funded Activity End Date (date for which funding will end subject to budget approval noted in Clause 27 of this Agreement): December 31, 2027

4. FUNDED ACTIVITY DESCRIPTION:

4.1 Operating financial assistance to the Recipient to be used solely by the Recipient for the purposes of its objects as set out in its Articles of Incorporation as follows:

4.1(a) To present and assist in the presentation of high calibre live theatre principally in the City of London and district.

4.1(b) To provide an opportunity for professional and non-professional directors, performers, playwrights, costume and set designers, stage managers and production technicians to develop their skills in the Theatre.

4.1(c) To give active assistance to other dramatic and cultural groups in the community and area and to actually co-operate with other theatres and with regional and national theatre groups.

4.1(d) To foster when appropriate any opportunities to work in the fields of radio, television and film.

4.1(e) To collect money by way of donations or otherwise to accept gifts, legacies, devises and bequests and to hold, invest, expend or deal with the same in furtherance of the objects of the Corporation.

5. REPORTING

5.1 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:

5.1(a) Mid-Year Report (for April – August 31) due September 30; to include:

5.1(a)(i) Outcome Reporting – mid-year report highlighting April 1 to August 31 outcomes. Outcome reporting shall include the Recipient's previous performance season's cultural initiatives to support the implementation of the City's Strategic Plan and London's Cultural Prosperity Plan.

5.1(a)(ii) Financial Reporting – Mid-year financial monitoring through review of an un-audited financial statement to June 30; and

5.1(b) Annual Report for Previous Performance Season, Audited Financial Statement and First Quarter Monitoring Report – due December 30; to include:

5.1(b)(i) Audited Financial Statement to be signed by the Recipient's auditor.

5.1(b)(ii) First Quarter Financial Monitoring Report includes July, August and September revenue and expenditure statement to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient; and

5.1(c) Second Quarter Financial Monitoring Report – due February 28; to include:

5.1(c) (i) Financial Reporting – 2nd quarter financial monitoring includes October, November and December revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient.

SCHEDULE B FINANCIAL PROVISIONS

1. Maximum Contribution of the City

1.1 The total maximum amount of the City's contribution towards the Funded Activity under this Agreement is \$500,000 per year in each year during the Term or as otherwise approved by the Deputy City Manager, Neighbourhood and Community-Wide Services.

2. Disbursement of Grants

2.1 Subject to City of London budget approval and the Recipient's compliance with the provisions of this Agreement, the grant funds shall be disbursed to the Recipient annually over the Term of this Agreement, as set out below.

2.2 The following portions of the grant will be paid upon the following triggering events occurring:

2.2(a) The sum of \$250,000 will be paid by the City to the Recipient within thirty (30) days of the City of London budget approval in each year during the term of this Agreement;

2.2(b) The sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the Mid-year Report, satisfactory to the City;

2.2(c) The sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the audited financial statement due in December of each year, satisfactory of the City.

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 section 3.2 below:

- i) Production
- ii) Administration
- iii) Marketing
- iv) Development and Special Projects
- v) Operations
- vi) Box Office and Systems

3.2 Conditions Governing Eligible Expenditures

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, 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) depreciation of capital assets is not eligible;
- (e) fines and penalties are not eligible;
- (f) the cost of alcoholic beverages or travel expenses are not eligible.

4. TERMS OF PAYMENT

4.1 Subject to Schedule B Section 2 Disbursement of Grants and Section 3 Eligible Expenditures, 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.

- 4.2 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.
- 4.3 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.
- 4.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following occur:
- (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 populations 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; or,
 - (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. 48
2024

By-law No. A.- ____ - ____

A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and the London Arts Council (the “Purchase of Service Agreement”) setting out the terms and conditions of the City’s grant of funds to the London Arts Council is approved.
2. The Mayor and Clerk are authorized to execute the Purchase of Service Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to act as the City Representative for the purposes of the Purchase of Service Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to amend the Purchase of Service Agreement with respect to the total maximum amount of the City’s contribution towards the Funded Activity under the Purchase of Service Agreement.
5. 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 February 13, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule A

THIS PURCHASE OF SERVICE AGREEMENT with effect as of January 1, 2024.

BETWEEN:

LONDON ARTS COUNCIL
(hereinafter referred to as LAC)
OF THE FIRST PART

AND

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

WHEREAS the City may provide any service or thing that the municipality considers necessary or desirable for the public pursuant to subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the City may pass by-laws respecting matters of: “5. Economic, social and environmental well-being of the municipality”; and “7. Services and things that the municipality is authorized to provide under subsection (1)” pursuant to subsection 10(2) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, as amended;

The London Arts Council is an arm’s length, umbrella, not-for-profit arts organization incorporated provincially under the Ontario Corporations Act in 1995. The London Arts Council is governed by the Board of Directors, and its by-laws help govern the organization’s internal business. As a Canada Revenue Agency registered charity, the organization maintains its charitable status by observing the general requirements under the Income Tax Act.

LAC works with public, private, and community partners to build and sustain Londoners’ awareness of, involvement in, and support for all artistic disciplines across the city, provide paid opportunities for professional artists, and support arts organizations in London through programs and services that provide information, education and training, consultation and collaboration, representation and networking opportunities for the arts community, Londoners, and visitors to the City of London;

AND WHEREAS the City wishes to retain the services of LAC to provide services including the administration of City funding for the Community Arts Investment Program (CAIP) and specified arts services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree with the other as follows:

PART 1 – DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

- (a) “Services” means the services as set out in part 4 of this Agreement;
- (b) “City Treasurer” means the City’s Treasurer appointed under the *Municipal Act, 2001* or any person delegated by him or her for the purposes of this Agreement.

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LAC represents, warrants, and covenants that:

- (a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/Funds toward its costs for the Services; and
- (c) It is and shall continue to be for the term of this Agreement, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Fee/Funds.

2.2 Execution of Agreement. LAC represents and warrants that:

- (a) It has the full power and authority to enter into this Agreement; and
- (b) It has taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. LAC represents, warrants, and covenants that it has and shall maintain, in writing for the period during which this Agreement is in effect:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of LAC's organization;
- (b) Procedures to ensure the ongoing effective functioning of LAC;
- (c) Decision-making mechanisms for LAC;
- (d) Procedures to enable LAC to manage the Fee/Funds prudently and effectively;
- (e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (f) Procedures to enable LAC to deal with such other matters as LAC considers necessary to ensure that LAC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LAC shall provide the City with proof of the matters referred to in this section.

PART 3 – TERM

3.1 This Agreement shall commence on January 1, 2024, and end on December 31, 2027, unless terminated earlier pursuant to the termination provisions in this Agreement.

PART 4 - OBLIGATIONS OF LAC

4.1 LAC agrees to provide the following services (the "Services"):

- (a) operating and administering the Community Arts Investment Program (CAIP) in accordance with the City of London Community Arts Investment Policy as approved by City Council;
- (b) assisting the City with the acquisition and de-accession of public art as outlined in the City's Public Art and Monuments Policy;
- (c) operating and administrating arts wellness programming and activities that foster improved wellbeing and enhance quality of life;

- (d) operating, maintaining, and managing content on, the London Arts Website www.londonarts.ca for the purpose of promoting arts programs delivered and administered by LAC and the City;
- (e) operating, maintaining, and managing content on the Indigenous London Arts Website www.indigenousslondonarts.ca for the purpose of honouring, promoting, and sharing Indigenous arts, culture, and history through programs, projects, and initiatives delivered and administered by LAC and the City;
- (f) promoting and showcasing the local arts through various opportunities throughout year;
- (g) consulting and meeting with the Culture Manager on an ongoing basis concerning LAC's arts initiatives;
- (h) participating with the City on the ongoing development and implementation of London's Cultural Prosperity Plan, the London UNESCO City of Music Action Plan, and the City's Strategic Plan as it relates to Arts and Culture;
- (i) at the Culture Manager's request, attending a Standing Committee meeting to answer questions regarding the status of the implementation of London's Cultural Prosperity Plan and the City's Strategic Plan as it relates to Arts and Culture; and
- (j) providing advice and recommendations to and consult with the City on cultural matters as may be requested by the Culture Manager including without limitation to matters related to:
 - National and international findings, data, trends, and practices of the arts sector
 - Arts strategies, policies, and guidelines
 - Arts program development, implementation, and evaluation
 - Sector development, talent attraction, and retention
 - Audience development and tourism attraction through arts and culture
 - Inclusive and healthy community building through arts and culture
 - Truth and Reconciliation, Equity, Diversity, and Inclusion through arts and culture
 - Sustainable urban growth through arts and culture

4.2 The City and LAC may agree in writing from time to time to add, or vary the Services supplied by the LAC to the City under this Agreement recognizing that the Fee paid by the City to the LAC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

- (a) LAC shall acknowledge, in a form and manner as authorized by the Culture Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on www.londonarts.ca, www.indigenousslondonarts.ca, social media, flyers, posters, programs, banners related to the Services provided by it under this Agreement.
- (b) LAC shall utilize social media, LAC websites, paid advertisement, and community information sessions to advertise and market the Community Arts Investment Program (CAIP) to the community.
- (c) LAC shall require all recipients of funding as a condition of granting funds under the Community Arts Investment Program (CAIP) to use the City's logo, in a manner as authorized by the Director of Strategic Communications and Community Engagement, in their marketing and promotional materials related to the project, program or activity for which the CAIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CAIP GRANTS

5.1 For the Services, and subject to City budget approval, the City agrees to pay LAC a fee (“the Fee”) of ONE HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS (\$173,798.00) for each year of this Agreement subject to the following:

- (a) subject to City of London budget approval, beginning in 2024, and thereafter annually during the term of this Agreement, the Fee in the amount of ONE HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS (\$173,798.00) shall be adjusted by the percentage change over 12 months in the December All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);
- (b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid on or before March 30 and 5% paid on receipt of the previous year’s Annual Report by October 31st, or on such other date as agreed to in writing by the Culture Manager as required in accordance with section 6.6;
- (c) LAC shall use the Fee for the purpose of providing the Services;
- (d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LAC under this Agreement;
- (e) if LAC has failed to submit when due any report required by the City under this Agreement;
 - (i) pending the completion of an audit of LAC’s books and records, should the City decide to undertake such an audit;
 - (ii) if LAC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;
 - (iii) in the event that an audit of LAC’s books and records indicates mismanagement or misuse of funds, in the opinion of the City Treasurer; and
 - (iv) if LAC has not provided the insurance certificate as required under this Agreement;
- (f) the Fees shall be adjusted to reflect the addition, or variance to the Services agreed upon in writing from time to time by the City and LAC.

5.3 Operation and administration of the Community Arts Investment Program (CAIP)

- (a) LAC agrees that it shall;
 - (i) operate and administer the Community Arts Investment Program (CAIP) in accordance with the CAIP Policy;
 - (ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP);
 - (iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) into such account;
 - (iv) withdraw funds from such account only for the purpose of funding a program approved by the LAC under the Community Arts Investment Program (CAIP); and

- (v) establish within its organization a volunteer (CAIP) Community Assessment Panel to review applications for the purpose of allocation of the CAIP funding. The approval of “Assessor Expression of Interest Forms” submitted by interested applicants by the LAC Executive Director shall be documented and included in the annual LAC CAIP process documentation prior to new Assessment Panel members being selected.

The LAC will have each member of the Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form and Conflict of Interest Form” included with the CAIP Assessors Guide and include copies of this blank form in the annual LAC CAIP process documentation.

The decisions of the (CAIP) Assessment Panel shall be final and not subject to being changed by LAC Board Members, LAC staff, City Council, or Civic Administration.

The LAC CAIP processes and procedures shall be documented within the LAC CAIP Policy and Procedural Manual that will outline the detailed steps of each process and the responsibilities of staff. This information will be communicated and accessible to relevant staff.

- The following key CAIP Assessment Panel processes will be included:
 - Assessor selection and approval process;
 - Conflict of interest check/declaration and non-disclosure and confidentiality agreement processes;
 - Process for documenting the Assessment Panel discussion and conclusion
 - Process for developing and approving the annual CAIP communications plan and timeline.

- (vi) establish within its organization an Assessment Panel to review London Arts Live (LAL) applications, auditions, and interviews. Each member of the Assessment Panel must complete a separate “Expression of Interest Form” and be approved by the Executive Director of the LAC.

The LAC will have each member of the Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form and Conflict of Interest Form”, which will be approved by the Executive Director of the LAC before selected to serve on the LAL Assessment Panel.

The LAC London Arts Live Program shall include the use of an overall scoring process for assessment and selection of artists to be used by the LAL assessment panel.

The LAC measures the overall success of the LAL program that includes:

- the number of artists performing (including the number of equity-denied artists)
- the number of activations that take place (per geographic location and per artistic discipline).
- the number of community partnerships
- Community/partner feedback related to individual artist performances.

- (b) LAC agrees that it shall consult with the Culture Manager about changes proposed by it to the CAIP Program.

- (c) LAC acknowledges and agrees:

- (i) that the funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) are subject to the approval

by City Council, in its sole discretion, for the fiscal year in which the payment is to be made.

- (ii) that if the City Council terminates or reduces the amount of total funding for grants allocated to the program the City is not obligated to make any such payment to the LAC and LAC shall not hold the City liable for any termination or reduction of the funding.

(d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

5.4 LAC shall use the Fee and shall distribute the funds provided to it for allocation under the CAIP without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where

(a) LAC;

(b) any person;

(c) or any organization who has the capacity to influence the CAIP assessment panel decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the CAIP Assessment Panel's objective, unbiased and impartial judgement relating to the use of the Fee/Funds provided to it for allocation under the CAIP.

PART 6 – RECORDS & REPORTING

6.1 Records. LAC shall keep and maintain during the term of this Agreement and for a period of seven (7) years following expiration or termination of this Agreement:

(a) all financial records in accordance with generally accepted accounting principles related to all of its operations and the Services; and

(b) all non-financial documents and records relating to the Services.

6.2 In the event that the LAC ceases operation, LAC shall not dispose of any records related to the Services without the prior written consent of the Culture Manager and shall immediately return all records to the City upon request.

6.3 The City Treasurer or an auditor identified by the City Treasurer may, at the City's expense, upon 5 business days' notice to LAC and during normal business hours, enter upon the LAC's premises to review LAC's records under section 6.1, and for these purposes, the City Treasurer or an auditor identified by the City Treasurer may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section 6.1;

(b) remove any copies made pursuant to this section from LAC's premises; and

(d) conduct any type of audit or investigation of the LAC in respect to any of its obligations under this Agreement.

6.4 LAC agrees that during any inspection, audit or investigation conducted under section 6.3 it shall cooperate fully with the City Treasurer or an auditor identified by the City Treasurer and shall make available all facilities, physical and otherwise, for such inspection, audit or investigation and shall furnish the City Treasurer and its auditor with all such information as it or they, may from time to time require.

6.5 Financial Reporting. LAC shall file with the City, no later than July 15th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of the LAC and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

6.6 Annual Report. For each year of the Term of this Agreement, LAC shall, on or before October 31st each year, or on such other date as agreed to in writing by the Culture Manager, provide to the Culture Manager the previous year's annual report approved by the LAC Board of Directors in a form satisfactory to the Culture Manager which shall include.

(a) Community Arts Investment Program (CAIP):

- (i) a listing of annual CAIP recipients receiving funding;
- (ii) a list of any unallocated funds that shall remain to be allocated as part of the CAIP allocation process for the term of this Agreement;
- (iii) a report on conflict of interest or formal complaints which were raised during the timeframe being reported;
- (iv) Standardized recipient and assessor surveys shall be conducted annually to obtain feedback regarding their participation with the CAIP and to help identify opportunities for improvement. The surveys may ask questions regarding the following: Process satisfaction; Process improvement opportunities; Likelihood of involvement with the CAIP again and of a referral; How they heard about the CAIP.
- (v) a descriptive multi-year trend report shall be provided by September 30th of the following year of the end of the 4-year term of this Agreement-on the analysis of the trends and overall impacts of the CAIP program and process on arts for London. which includes an analysis of evaluation forms received from CAIP recipients during the term of this Agreement.

(b) An annual descriptive report, including measures about the programs that the LAC operates, which relate to the impact and alignment with the implementation the City's Strategic Plan as it relates to strategies for arts and culture including London's Cultural Prosperity Plan and the London UNESCO City of Music Action Plan.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LAC agrees that it shall during the term of this Agreement be in compliance with all federal and provincial laws and regulations, all municipal by-laws and any other applicable orders, rules and by-laws.

7.2 LAC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LAC acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that LAC or its employees, are to be employees of or have an employment relationship of any kind with the City or are in any way entitled to employment benefits of any kind whatsoever from the City, including but not limited to private programs or coverages, and statutory programs and coverages, whether under employment statutes, worker's compensation plans, unemployment/employment schemes, health plan contributions, or otherwise ("Employment Benefits"). LAC further acknowledges and agrees that it is the sole and exclusive responsibility of LAC to make its own determination as to its status under the *Employment Standards Act*, 2000, S.O. 2000, c. 41; 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; or the

Health Insurance Act, R.S.O. 1990, c.H.6; all as amended from time to time, and any legislation in substitution therefore and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LAC shall ensure that all its employees, agents, volunteers, or others for whom the LAC is legally responsible receive training regarding the provision of the 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"). LAC 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. LAC 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 LAC to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LAC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, 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 "A"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LAC shall use only the forms approved by the City for that purpose.

PART 8 - INSURANCE AND INDEMNITY

8.1 Throughout the term of this Agreement, LAC shall maintain general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000.00) and shall include the City as an additional insured with respect to LAC's operations, acts and omissions relating to its obligations under this Agreement, 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. LAC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LAC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

8.3 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; and any failure by LAC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LAC.

8.4 LAC undertakes and agrees to defend and indemnify the City and hold the City harmless 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, including but not limited to damage to any and all persons or property, all fines or penalties or loss or misuse of funds, by LAC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LAC, its employees or persons for whom LAC 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 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, in connection with the performance of Services or otherwise in connection with this Agreement; and

(c) LAC further agrees, in accordance with section 10.9, this indemnification shall survive the expiration and termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

PART 9 - DEFAULT AND TERMINATION

9.1 Events of Default. The following constitute events of default, the proof of which to the contrary lies upon LAC:

- (a) LAC 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 LAC or it is dissolved;
- (c) LAC ceases actual bona fide operation for a period of thirty (30) days;
- (d) LAC has knowingly submitted false or misleading information to the City; or
- (e) LAC 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.

9.2 Remedies on Default/Termination on Default. 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) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Arts Investment Program (CAIP);
- (b) provide the LAC with an opportunity to remedy the event of default;
- (c) suspend the payment of the Fee for such period as the City determines appropriate;
- (d) reduce the amount of the Fee;
- (e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Arts Investment Program (CAIP) remaining in the possession or under the control of the LAC;
- (f) demand the repayment of any amount equal to any of the Fee LAC used, but did not use in accordance with this Agreement;
- (g) demand the repayment of any amount equal to any of the funds disbursed under the Community Arts Investment Program (CAIP) that were not used, allocated or disbursed in accordance with this Agreement;
- (h) demand the repayment of any amount equal to any of the Fee the City provided to LAC;

- (i) demand the repayment of any amount equal to the funds provide by the City to LAC for allocation under the Community Arts Investment Program (CAIP); or
- (j) terminate this Agreement at any time, including immediately, upon giving Notice to LAC.

9.3 LAC Not Remediying. If under section 9.2 the City has provided LAC with an opportunity to remedy the event of default and LAC 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 initiate any one or more of the actions provided in section 9.2.

9.4 Obligation to return Fee and CAIP funds to the City. If the City has demanded any repayment under section 9.2, LAC agrees that it shall forthwith remit such repayment to the City.

9.5 This Agreement may be terminated at any time by either party providing 60 days' notice in writing to the other, or by the City and LAC agreeing in writing at any time to the termination of this Agreement.

9.6 Upon receipt or rendering of notice that this Agreement is ending, LAC shall perform no further services other than those reasonably necessary to close out its services and report to the City.

9.7 On termination or expiration of this Agreement, LAC shall return any unused portion of the Fee and any funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) that have not been allocated under the program.

PART 10 - GENERAL

10.1 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.

10.2 If any part of this Agreement is rendered invalid, the remainder of the Agreement continues to apply.

10.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, arrangement (interim or otherwise), letters of intent, understandings, negotiations, and discussions, whether oral or written, of the parties pertaining to such subject matter.

10.4 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or LAC unless in writing signed by each of them.

10.5 LAC shall not assign this Agreement without the prior written consent of the City which consent may be withheld for any reason in the City's sole discretion.

10.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors or assigns.

10.7 Under this Agreement, any notices required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or recognized courier and shall be addressed to the other party for whom it is intended 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 delivered by postage prepaid mail, three (3) days after the party mails it.

Any notices under this Agreement shall be sent to the City and LAC as follows:

- (a) The Corporation of the City of London
300 Dufferin Ave., 3rd floor
P.O. Box 5035
London, ON N6A 4L9
Attention: City Clerk

- (b) London Arts Council
267 Dundas St.
London, ON, N6A 1H2
Attention: Executive Director

10.8 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. LAC and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.9 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Part 1 and any other applicable definitions; section 4.3; Part 6; paragraphs (e) (g) (h) and (i) of section 9.2; section 9.4; section 9.6; section 9.7 and Part 10. Section 8.4 and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of two (2) years from the date of expiry or other termination of this Agreement.

10.10 LAC acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

**THE CORPORATION OF THE
CITY OF LONDON**

LONDON ARTS COUNCIL

Josh Morgan, Mayor

Eunju Yi, Executive Director

Michael Schulthess, City Clerk

*I have authority to bind the Corporation

SCHEDULE “A”

Municipal Freedom of Information and Protection of Privacy

1. In this Schedule:

- (a) “City Information” means General Information and Personal Information:
 - (i) provided by the City to the London Arts Council in relation to this Agreement;
 - (ii) collected by the London Arts Council in relation to this Agreement; or
 - (iii) derived by the London Arts Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
- (b) “London Arts Council Information” means General Information and Personal Information, except City Information, provided by the London Arts Council to the City in relation to this Agreement;
- (c) “General Information” means recorded information that is not Personal Information; and
- (d) “Personal Information” 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,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) 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,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) 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.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the London Arts Council to the City within 5 business days of:

- (a) the City’s written request; or
- (b) the termination or expiry of this Agreement.

3. Except in accordance with this Agreement, the London Arts Council shall, when collecting City Information that is Personal Information:

- (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 London Arts Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
5. Except:
- (a) with the consent of the individual; or
 - (b) in accordance with this Agreement, the London Arts Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the London Arts Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The London Arts Council shall not destroy any City Information.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
- (a) any part of or all London Arts Council Information; or
 - (b) any part or all of this Agreement.

Bill No. 49
2024

By-law No. A.- ____ - ____

A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and the London Heritage Council (the Purchase of Service Agreement”) setting out the terms and conditions of the City’s grant of funds to the London Heritage Council is approved.
2. The Mayor and Clerk are authorized to execute the Purchase of Service Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to act as the City Representative for the purposes of the Purchase of Service Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to amend the Purchase of Service Agreement with respect to the total maximum amount of the City’s contribution towards the Funded Activity under the Purchase of Service Agreement.
5. 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 February 13, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule A

THIS PURCHASE OF SERVICE AGREEMENT with effect as of January 1, 2024.

BETWEEN:

LONDON HERITAGE COUNCIL
(hereinafter referred to as LHC)
OF THE FIRST PART

AND

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

WHEREAS the City may provide any service or thing that the municipality considers necessary or desirable for the public pursuant to subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the City may pass by-laws respecting matters of economic, social and environmental well-being of the municipality and services and things that the municipality is authorized to provide under subsection 10(1) pursuant to subsection 10(2) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, as amended;

AND WHEREAS LHC is an incorporated not-for-profit organization with a Board of Directors, and the mission of LHC is “to bring Londoners together to celebrate our shared stories”;

AND WHEREAS the City wishes to retain the services of LHC to provide services including the administration of City funding for the Community Heritage Investment Program and specified heritage services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree with the other as follows:

PART 1 – DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

- (a) “CHIP” means the Community Heritage Investment Program;
- (b) “Services” means the services as set out in part 4 of this Agreement;
- (c) “City Treasurer” means the City’s Treasurer appointed under the *Municipal Act, 2001* or any person delegated by him or her for the purposes of this Agreement.

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LHC represents, warrants and covenants that:

- (a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/funds toward its costs for the Services; and

- (c) It is and shall continue to be for the term of this Agreement, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Fee/funds.

2.2 Execution of Agreement. LHC represents and warrants that:

- (a) It has the full power and authority to enter into this Agreement; and
- (b) It has taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. LHC represents, warrants and covenants that it has and shall maintain, in writing for the period during which this Agreement is in effect:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of LHC's organization;
- (b) Procedures to ensure the ongoing effective functioning of LHC;
- (c) Decision-making mechanisms for LHC;
- (d) Procedures to enable LHC to manage the Fee/funds prudently and effectively;
- (e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (f) Procedures to enable LHC to deal with such other matters as LHC considers necessary to ensure that LHC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LHC shall provide the City with proof of the matters referred to in this section.

PART 3 – TERM

3.1 This Agreement shall commence on January 1, 2024, and end on December 31, 2027, unless terminated earlier pursuant to the termination provisions in this Agreement.

PART 4 - OBLIGATIONS OF LHC

4.1 LHC agrees to provide the following services (the "Services"):

- (a) operate the Doors Open London event;
- (b) operate the Museum School London program;
- (c) operate the Labatt Park Baseball Heritage Tour and Clubhouse Experience program;
- (d) operate the Heritage Fair event;
- (e) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
- (f) operate, including maintaining and managing heritage content on, the London Heritage Council Website www.londonheritage.ca for the purpose of promoting programs delivered and administered by LHC and the City;
- (g) consult and meet with the Culture Manager on an ongoing basis concerning LHC's heritage initiatives;
- (h) participate with the City on the ongoing development and implementation of London's Cultural Prosperity Plan;

- (i) at the Culture Manager's request, attend a Standing Committee meeting to answer questions regarding the status of the implementation of the City's Strategic Plan as it relates to Heritage and London's Cultural Prosperity Plan; and
- (j) ongoing consultation and/or heritage services of the LHC provided to the City's Culture Services related to heritage policy and guidelines, evaluation, heritage education, heritage memorials, monuments, and artifacts, cultural heritage internships, and administrative funding for operating the Community Heritage Investment Program (CHIP), which distributes City funding to the heritage community; engagement and city-wide heritage anniversary celebrations.

4.2 The City and LHC may agree in writing from time to time to add, eliminate, transfer or vary the Services supplied by LHC to the City under this Agreement recognizing that the Fee paid by the City to the LHC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

- (a) LHC shall acknowledge, in a form and manner as authorized by the Culture Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on www.londonheritage.ca, social media, flyers, postcards, posters, programs, banners) related to the Services provided by it under this Agreement.
- (b) LHC shall utilize social media, LHC website, paid advertisement, and community information sessions to advertise and market the Community Heritage Investment Program (CHIP) to the community.
- (c) LHC shall require all recipients of funding as a condition of granting funds under the Community Heritage Investment Program (CHIP) to use the City's logo, in a manner as authorized by the Director of Strategic Communications and Community Engagement, in their marketing and promotional materials related to the project, program or activity for which the CHIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CHIP GRANTS

5.1 For the Services, the City agrees to pay LHC a fee ("the Fee") of ONE HUNDRED NINETY-ONE THOUSAND, TWO HUNDRED AND TWO DOLLARS (**\$191,202.00**) for each year of this Agreement subject to the following:

- (a) subject to City of London budget approval, beginning in 2024 and thereafter annually during the term of this Agreement the Fee in the amount of ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED AND TWO DOLLARS (**\$118,202.00**), shall be adjusted by the percentage change over 12 months in the December All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);
- (b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid annually on or before March 30th and 5% paid on receipt of the Annual Report by June 15th as required in accordance with section 6.6;
- (c) LHC shall use the Fee only for the purpose of funding the Services;
- (d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LHC under this Agreement and, in particular;
- (e) if LHC has failed to submit when due any report required by the City under this Agreement;
- (f) pending the completion of an audit of LHC's books and records, should the City decide to undertake such an audit;

- (i) if LHC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;
- (ii) in the event that an audit of LHC's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Treasurer; and
- (iii) if LHC has not provided the insurance certificate as required under this Agreement;

(g) the Fee shall be adjusted to reflect the addition, elimination, transfer or variance to the Services agreed upon in writing from time to time by the City and LHC.

5.2 LHC acknowledges and agrees that the Fee has been calculated generally using the following formula:

- (a) Twenty-five thousand dollars (\$25,000) for an annual heritage showcase Doors Open London event;
- (b) Thirty-five thousand dollars (\$35,000) towards operation of the Museum School London program;
- (c) Ten thousand dollars (\$10,000) towards the operation of Labatt Park Baseball Heritage Tours and Clubhouse Experience Program;
- (d) Three thousand dollars (\$3,000) towards the operation of the Heritage Fair Program; and
- (e) ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED AND TWO DOLLARS (\$118,202.00) towards all other Services (Agreement Section 4.1 Subsections e to j) of this Agreement.

5.3 Operation and administration of CHIP.

- (a) LHC agrees that it shall;
 - (i) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
 - (ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP);
 - (iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) into such account;
 - (iv) withdraw funds from such account only for the purpose of funding a program, project or operating funding for the organization for which an application has been received and approved by LHC under the Community Heritage Investment Program (CHIP); and
 - (v) establish within its organization a volunteer (CHIP) Community Assessment Panel to review applications for the purpose of allocation of the CHIP funding.

A clear method for interested applicants to express and submit their interest in becoming an assessor shall be established through submission of an online form.

The approval of "Assessor Expression of Interest Forms" submitted by interested applicants by the LHC Executive Director shall be documented

and included in the annual LHC CHIP process documentation prior to new Community Assessment Panel members being selected.

The LHC will have each member of the Community Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form” included with the CHIP Assessors Guide and include copies of this Form in the annual LHC CHIP process documentation.

The decisions of the (CHIP) Community Assessment Panel shall be final and not subject to being changed by LHC Board Members, LHC staff, City Council or Civic Administration.

The LHC CHIP processes and procedures shall be documented within an overarching policy and procedural manual for the CHIP granting program that will outline end to end processes and detailed steps of each process and the responsibilities of staff. This information will be communicated and accessible to relevant staff.

This LHC CHIP Policy and Procedure Manual will also include:

- Funds approval and transfer process (funds being approved by the Community Assessment Panel and then authorized/signed by the Executive Director of the LHC prior to disbursement) to successful CHIP applicants;
- Process for developing and approving the annual CHIP communications plan.
- The following key CHIP Community Assessment Panel processes:
 - Assessor selection and approval process;
 - Conflict of interest check/declaration and non-disclosure and confidentiality agreement processes;
 - Process for documenting the Assessor Panel discussion and conclusion.
- A ‘version control’ section shall be included within the policy and procedure manual. This section should cover the following information:
 - Owner;
 - Approver;
 - Date of approval;
 - Date issued;
 - Date effective;
 - Date of last change;
 - Description/rationale of changes;
 - Frequency of Review (e.g., annually, biennially); and,
 - Date of next review.

(b) LHC agrees that it shall consult with the Culture Manager about changes proposed by it to the Community Heritage Investment Program (CHIP) guidelines attached as **Schedule “A”**. LHC agrees that it shall not make any changes to the guidelines in **Schedule “A”** without the Culture Manager’s approval in writing.

(c) LHC acknowledges and agrees:

- (i) that the funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) are subject to approval by City Council, in its sole discretion, for the fiscal year in which the payment is to be made; and

- (ii) that if the City Council terminates or reduces the amount of funding for grants allocated to the program, the City is not obligated to make any such payment to LHC and LHC shall not hold the City liable for any termination or reduction of the funding.

(d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

5.4 LHC shall use the Fee and shall distribute the funds provided to it for allocation under the Community Heritage Investment Program (CHIP) without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where:

- (a) LHC; or/and
- (b) any person who has the capacity to influence LHC's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with LHC's objective, unbiased and impartial judgement relating to the use of the Fee/funds provided to it for allocation under the Community Heritage Investment Program (CHIP).

PART 6 – RECORDS & REPORTING

6.1 Records. LHC shall keep and maintain during the term of this Agreement and for a period of seven (7) years following expiration or termination of this Agreement:

- (a) all financial records in accordance with generally accepted accounting principles related to all of its operations and the Services; and
- (b) all non-financial documents and records relating to the Services.

6.2 In the event that LHC ceases operation, LHC shall not dispose of any records related to the Services without the prior written consent of the Culture Manager and shall immediately return all records to the City upon request.

6.3 The City Treasurer or an auditor identified by the City Treasurer may, at the City's expense, upon 2 business days' notice to LHC and during normal business hours, enter upon LHC's premises to review LHC's records under section 6.1, and for these purposes, the City Treasurer or an auditor identified by the City Treasurer may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 6.1;
- (b) remove any copies made pursuant to this section from LHC's premises; and
- (c) conduct any type of audit or investigation of LHC in respect of any of its obligations under this Agreement.

6.4 LHC agrees that during any inspection, audit or investigation conducted under section 6.3, it shall cooperate fully with the City Treasurer or an auditor identified by the City Treasurer and shall make available all facilities, physical and otherwise, for such inspection, audit or investigation and shall furnish the City Treasurer and its auditor with all such information as it or they, may from time to time require.

6.5 Financial Reporting. LHC shall file with the City, no later than June 30th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of LHC and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

6.6 Annual Report. For each year of the Term of this Agreement, LHC shall, on or before June 15th, provide to the Culture Manager an annual report approved by the LHC Board of Directors, in a form satisfactory to the City Manager which shall include;

- (a) for the Community Heritage Investment Program (CHIP):
 - (i) a listing of annual CHIP recipients receiving funding;
 - (ii) a list of any unallocated funds that shall remain to be allocated as part of the CHIP allocation process for the following year;
 - (iii) a report on any conflicts of interest, complaints or concerns which were raised during the timeframe being reported;
 - (iv) a descriptive report on an analysis of the overall impacts of this granting program and process on heritage for London, based upon the evaluation forms received from CHIP recipients.
 - (v) Standardized recipient and assessor surveys shall be conducted annually to obtain feedback regarding their participation with the CHIP and to help identify opportunities for improvement. The surveys may ask questions regarding the following: Process satisfaction; Process improvement opportunities; Likelihood of involvement with the CHIP again and of a referral; How they heard about the CHIP.
- (b) Doors Open London event celebration attendance, number of sites, types of programming at each site, volunteers, annual successes and challenges, concerns, and leveraged funding from other sources;
- (c) Museum School London program collaboration statistics related to each of the regional school boards; and leveraged funding from other sources;
- (d) Ongoing consultation and/or services provided to the City's Culture Services related to heritage policy and guidelines, heritage education, cultural heritage internships, memorials, monuments and artifacts, heritage engagement and city-wide anniversary celebrations; and
- (e) The impact and alignment of heritage programs and services provided by the London Heritage Council with the City's Strategic Plan and London's Cultural Prosperity Plan.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LHC agrees that it shall during the term of this Agreement be in compliance with all federal and provincial laws and regulations, all municipal by-laws and any other applicable orders, rules and by-laws.

7.2 LHC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LHC acknowledges and agrees that this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that LHC or its employees, are to be employees of or have an employment relationship of any kind with the City or are in any way entitled to employment benefits of any kind whatsoever from the City, including but not limited to private programs or coverages, and statutory programs and coverages, whether under employment statutes, worker's compensation plans, unemployment/employment schemes, health plan contributions, or otherwise ("Employment Benefits"). LHC further acknowledges and agrees that it is the sole and exclusive responsibility of LHC to make its own determination as to its status under the *Employment Standards Act*, 2000, S.O. 2000, c. 41; 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; or the *Health Insurance Act*, R.S.O. 1990, c.H.6; all as amended from time to time, and

any legislation in substitution therefor and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LHC shall ensure that all its employees, agents, volunteers, or others for whom LHC is legally responsible receive training regarding the provision of the 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"). LHC 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. LHC 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 LHC to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LHC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, 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 "B"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LHC shall use only the forms approved by the City for that purpose.

PART 8 - INSURANCE AND INDEMNITY

8.1 Throughout the term of this Agreement, LHC shall maintain general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000.00) and shall include the City as an additional insured with respect to LHC's operations, acts and omissions relating to its obligations under this Agreement, 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. LHC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LHC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars (\$100,000.00). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

8.3 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; and any failure by LHC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LHC.

8.4 LHC undertakes and agrees to defend and indemnify the City and hold the City harmless 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, including but not limited to damage to any and all persons or property, all fines or penalties or loss or misuse of funds, by LHC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LHC, its employees or persons for whom LHC 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 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, in connection with the performance of Services or otherwise in connection with this Agreement; and

(c) LHC further agrees that, in accordance with section 10.9, this indemnification shall survive the expiration and termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

PART 9 - DEFAULT AND TERMINATION

9.1 Events of Default. The following constitute events of default, the proof of which to the contrary lies upon LHC:

- (a) LHC 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 LHC or it is dissolved;
- (c) LHC ceases actual bona fide operation for a period of thirty (30) days;
- (d) LHC has knowingly submitted false or misleading information to the City; or
- (e) LHC 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.

9.2 Remedies on Default/Termination on Default. 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) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Heritage Investment Program (CHIP);
- (b) provide LHC with an opportunity to remedy the event of default;
- (c) suspend the payment of the Fee for such period as the City determines appropriate;
- (d) reduce the amount of the Fee;
- (e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Heritage Investment Program (CHIP) remaining in the possession or under the control of LHC;
- (f) demand the repayment of any amount equal to any of the Fee LHC used, but did not use in accordance with this Agreement;
- (g) demand the repayment of any amount equal to any of the funds disbursed under the Community Heritage Investment Program (CHIP) that were not used, allocated or disbursed in accordance with this Agreement;
- (h) demand the repayment of any amount equal to any of the Fee the City provided to LHC;
- (i) demand the repayment of any amount equal to the funds provided by the City to LHC for allocation under the Community Heritage Investment Program (CHIP); or

- (j) terminate this Agreement at any time, including immediately, upon giving Notice to LHC.

9.3 LHC Not Remediating. If under section 9.2 the City has provided LHC with an opportunity to remedy the event of default and LHC 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 initiate any one or more of the actions provided in section 9.2.

9.4 Obligation to return Fee and CHIP funds to the City. If the City has demanded any repayment under section 9.2, LHC agrees that it shall forthwith remit such repayment to the City.

9.5 This Agreement may be terminated at any time by either party providing sixty (60) days' notice in writing to the other or by the City and the LHC agreeing in writing at any time to the termination of this Agreement.

9.6 Upon receipt or rendering of notice that this Agreement is ending, LHC shall perform no further services other than those reasonably necessary to close out its services and report to the City.

9.7 On termination or expiration of this Agreement, LHC shall return any unused portion of the Fee and any funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) that have not been allocated under the program.

PART 10 - GENERAL

10.1 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 whatsoever for the better performance of the terms and conditions of this Agreement.

10.2 If any part of this Agreement is rendered invalid, the remainder of the Agreement continues to apply.

10.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, arrangement (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter.

10.4 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or LHC unless in writing signed by each of them.

10.5 LHC shall not assign this Agreement without the prior written consent of the City which consent may be withheld for any reason in the City's sole discretion.

10.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors or assigns.

10.7 Under this Agreement, any notices required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, recognized courier or fax and shall be addressed to the other party for whom it is intended, 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 delivered by postage prepaid mail, three (3) days after the party mails it.
- Any notices under this Agreement shall be sent to the City and LHC as follows:

- (a) The Corporation of the City of London
300 Dufferin Ave., 3rd floor
P.O. Box 5035
London. ON N6A 4L9
Attention: City Clerk

(b) London Heritage Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director

10.8 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. LHC and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.9 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Part 1 and any other applicable definitions; section 4.3; Part 6; paragraphs (e) (g) (h) and (i) of section 9.2; section 9.4; section 9.6; section 9.7 and Part 10. Section 8.4 and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of two (2) years from the date of expiry or other termination of this Agreement.

10.10 LHC acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

**THE CORPORATION OF THE
CITY OF LONDON**

LONDON HERITAGE COUNCIL

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Terri Smale, Executive Director

*I have the authority to bind the
Corporation

SCHEDULE “A” COMMUNITY HERITAGE INVESTMENT PROGRAM (CHIP) GUIDELINES

The City of London Community Heritage Investment Program (CHIP) administered by the London Heritage Council (LHC) provides funding to museums, heritage organizations and professionals in London, Ontario.

CHIP Streams of Funding:

There are two streams of funding through CHIP:

- Operational funding
- Project or Program funding

Program Priorities:

The Community Heritage Investment Program funds are intended to provide funding to museums, heritage organizations and professionals within the City of London that will:

- Support workforce development, professional development, and job creation within the museum and heritage sector;
- Further the development and creation of innovative programming;
- Encourage public awareness and appreciation of London’s heritage and cultural heritage sector;
- Increase access to quality local heritage and cultural heritage activities;
- Enhance, preserve, promote and celebrate London as a heritage and cultural community;
- Encourage collaborations within the sector;
- Increase access to volunteer opportunities for Londoners;
- Offer Londoners accessible opportunities to engage in and experience London’s heritage, and;
- Enhance London’s desirability as a community of choice.

Program Application Assessment Criteria:

The LHC’s CHIP Evaluation Committee assesses applications using the following criteria in the context of each museum and heritage organization and professional’s stated mandate, scale of operations and the environment in which they work:

1. **Merit:** Based on the applicant’s quality of work, the mandate/statement, funding need description, resume and reference, and supporting material(s);
2. **Impact:** On the development of the museum, heritage organization and professional and on the community for whom the funding is intended to benefit;
3. **Viability:** Of the budget, the planning process and objectives of the funding, the timeline and marketing plan (as applicable).
4. **Value:** A high level of desirable and valuable outcomes that can be tracked using metrics;
5. **Need:** Demonstrated need for support in workforce and organizational development in the sector. An indication of how funding will help fill an employment gap within a museum or heritage organization; and,
6. **Additional Sources of Revenue:** It is preferred that applicants indicate a range of revenue sources, including earned, private sector and government revenue.

Program Exclusions:

If clarification as to eligibility is required, please contact the LHC. The following are ineligible:

- City of London Boards and Commissions, Community Arts Investment Program (CAIP) applicants in the same calendar year;
- Organizations receiving funding from the City of London in excess of \$10,000 annually;
- Projects that have been completed prior to approval of an application. The Community Heritage Investment Program (CHIP) does not apply retroactive funding;

- Activities related to fundraising events/projects or deficit reductions;
- Costs related to capital purposes including, but not limited to, the purchase of land, fixtures or physical facilities. An application for assistance under the Community Heritage Investment Program (CHIP) does not preclude an application for capital assistance under the City of London's "Community Innovation and Capital Grants Program";
- Museums, heritage organizations and professionals that have not completed previous projects funded by the Community Heritage Investment Program (CHIP);
- An applicant that budgets on a deficit basis and/or successively operates on a deficit basis; and,
- Museums, heritage organizations and professionals not located within the City of London.

Supporting Materials:

In addition to the **online application**, the following should be included in the electronic form:

- Museums and heritage organizations must submit a copy of their Letters Patent (for first time applicants), as well as details on official status (non-profit number, charitable status registration number) (first time applicants);
- Electronic Funds Transfer form (first time applicants);
- A copy of the organizations most recent financial statements;
- Proposed budget;
- Additional supporting materials including: marketing materials, video footage, sample programs/brochures, publications and supporting research; and,
- Museums, heritage organizations, and professionals must submit their resume, and references.

Program Deadline:

- Applications must be submitted by: 11:59 p.m. on the 1st of May each funding period;
- Late or incomplete applications are automatically ineligible.
- Applications should be submitted through the electronic form provided; no other means of submission will be accepted.

Final Grant Notification:

The LHC will notify successful and unsuccessful applicants in writing.

Reporting:

As a recipient of public funds, successful applicants in receipt of CHIP funding are required to:

- Submit a CHIP Evaluation Grant Report by: April 30th of the following calendar year related to funding received; This Evaluation Report must include:
 - a reconciled budget;
 - an attached a signed copy of the "Grant Report Declaration";
 - payroll records for the duration of the funding period for operational funding;
 - provide proof of funding from external revenue sources, with dollar amounts outlined; and,
 - supplemental materials to show the scope and benefits of funding; and,
- Keep and maintain all records, invoices and other documents relating to the funding received in a manner consistent with generally accepted accounting principles for a period of 4 years. The LHC may inspect and audit the books, payroll, accounts and records of a recipient, which has received funds.

Conditions and Requirements of Funding:

- Grants are to be spent prior to: March 31st of the following calendar year related to funding received;
- Grants shall only be used for the purpose(s) outlined in the application. Changes in scale, activities and timeframe must be reported promptly to the LHC;
- The LHC's CHIP Evaluation Committee reserves the right to place conditions on the release of grants (e.g. confirmation of venues, other sources of funding, programming). Any specific condition associated with a grant will be contained in the letter of notification;
- As a recipient of public funds, successful applicants are required to maintain adequate records as to receipt and disbursement of funds received;
- The LHC may inspect and audit the books, accounts and records of a recipient that has received funds;
- Grant recipients are required to acknowledge the support of the LHC and the City of London in all marketing and promotional materials (including social media, website, flyers, postcards, posters, programs, banners) relating to the activities for which the funds are granted. Current logos may be obtained from the LHC website www.londonheritage.ca;
- Grant recipients are required to inform the LHC of the dates of all funded activities;
- Grant recipients are required to register themselves and their events on the Tourism London website www.londontourism.ca/Events/Submit-Your-Event and
- If applicable, it is requested that grant recipients maintain an active link from their website to www.londonheritage.ca

Contact Information:

London Heritage Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director
www.londonheritage.ca

SCHEDULE “B”

Municipal Freedom of Information and Protection of Privacy

1. In this Schedule:
 - (a) “City Information” means General Information and Personal Information:
 - (i) provided by the City to the London Heritage Council in relation to this Agreement;
 - (ii) collected by the London Heritage Council in relation to this Agreement; or
 - (iii) derived by the London Heritage Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
 - (b) “London Heritage Council Information” means General Information and Personal Information, except City Information, provided by the London Heritage Council to the City in relation to this Agreement;
 - (c) “General Information” means recorded information that is not Personal Information; and
 - (d) “Personal Information” 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,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) 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,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) 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.
2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the London Heritage Council to the City within 5 business days of:
 - (a) the City’s written request; or
 - (b) the termination or expiry of this Agreement.

3. Except in accordance with this Agreement, the London Heritage Council shall, when collecting City Information that is Personal Information:
 - (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 London Heritage Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City Information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
5. Except:
 - (a) with the consent of the individual; or
 - (b) in accordance with this Agreement, the London Heritage Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the London Heritage Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The London Heritage Council shall not destroy any City Information.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all London Heritage Council Information; or
 - (b) any part or all of this Agreement.

Bill No. 50
2024

By-law No. A.- _____ - _____

A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section.

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 Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement (the “Agreement”) between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section, substantially in the form attached as Schedule “A” to this by-law is hereby authorized and approved, noting this is the second round of three years of funding.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated the authority to execute any financial reports required under this Agreements.
5. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to approve and execute a future agreement between The Corporation of the City of London and the London Police Services Board assigning the terms of Schedule ‘A’ of Appendix ‘A’ to the London Police Services Board.

6. This by-law comes into force and effect on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule A

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

**The Corporation of The City of London (London Police
Service)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Mario Di Tommaso
Title: Deputy Solicitor General, Community Safety

**The Corporation of The City of London (London
Police Service)**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 **REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage

required by section A10.1; or

- (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$3,295,115
Expiry Date	June 30, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$3,295,115
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Director Address: 21 College Street, Suite 301 Toronto, ON, M7A 0C1 Email: Phil.Thompson@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

Item	Description
NG9-1-1 hardware	Light polls from Solacom ONX switches firewalls Desk Retro fits for solacom PDU Switches 4 routers for Solacom integration 4 S-com workstation KVM's
NG9-1-1 software	Telephone directory software PSAP position software - 4 add'l
NG9-1-1 licensing costs	Cyber Security for Solacom Solacom Support Software licencing for Solocom Guardian
Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony	Video display for GIS integration for NG911 calling of ANI/ALI Call recording/log technology for RTT texting - Servers for storage of additional data
Computer Aided System (CAD) NG9-1-1 system integrations	As the test centre for Solacom we know individual programming changes will be required to make CAD compatible with Solacom and the ESInet. Until we test we don't know what those changes will be.
Management Information System NG9-1-1 system integrations	Capacity planning / availability monitoring to detect when the NG WAN or ESInet has crashed
Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security	Design and configuration of secure closed networks that loop in 911 PSAPs for both the LPS and LFD - Switches and accessories Installation of firewalls to protect all WANs
Radio system NG9-1-1 integrations	PAC units to integrate Solacom with radio x 4 -
Other	Remaining balance of Solacom contract - (one year's cost for warranty)

2) The following NG9-1-1 project supports:

Item	Description
Project management required to implement NG9-1-1	Project Manager IT Architect
Change management to manage technology changes (may include consultant and/or resources to	Professional Consulting Systems Architecture Fire Wall Design Consulting

identify technical and operational requirements)	Change Management Consulting Quality Assurance Auditing best practices consultation
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	Training to operate system Managed services at set up NENA Communicators Conference ESWG- Ottawa Face to Face Conference - 5 people
Dedicated NG9-1-1 project resources (technical and operational resources)	T Senior System Analyst (35%) x 3 IT System Analyst (35%) x 4 Network and PC Tech (20%) x3 IT Supervisors (30%) x 2 IT Director (5%) Director of Finance (5%) Deputy Chief of Police (1%)
Consultants (pertaining to NG9-1-1)	Computer / Electrical engineers and other IT services

3) The following to meet NG9-1-1 infrastructure requirements:

Item	Description
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Cooling is required to keep that server functioning.
NG9-1-1 network requirements (circuits, servers etc.)	3 10G Circuits Addition of redundant Bell fibre at back up 911
NG9-1-1 system management, monitoring, and security	Core A and Core B along with fire suppression and monitoring
NG9-1-1 server racks and cabling	Data cabling and trays

SCHEDULE "D"
BUDGET

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$3,295,115) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

Item	Description	Maximum Amount
NG9-1-1 Technology Upgrades		
NG9-1-1 hardware	Light polls from Solacom ONX switches firewalls Desk Retro fits for solacom PDU Switches 4 routers for Solacom integration 4 S-com workstation KVM's	\$200,000.00
NG9-1-1 software	Telephone directory software PSAP position software - 4 add'l	\$100,000.00
NG9-1-1 licensing costs	Cyber Security for Solacom - year 1 Solacom Support - Year 1 Software licencing for Solocom Guardian- year 1	\$301,000.00
Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony	Video display for GIS integration for NG911 calling of ANI/ALI Call recording/log technology for RTT texting	\$460,000.00
Computer Aided System (CAD) NG9-1-1 system integrations	As the test centre for Solacom we know individual programming changes will be required to make CAD compatible with Solacom and the ESInet. Until we test we don't know what those changes will be. AS such, additional compatibility est.	\$50,000.00
Management Information System NG9-1-1 system integrations	Capacity planning / availability monitoring to detect when the NG WAN or ESInet has crashed	\$25,000.00
Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security	Design and configuration of secure closed networks that loop in 911 PSAPs	\$125,000.00

	for both the LPS and LFD - Switches and accessories Installation of firewalls to protect all WANs	
Radio system NG9-1-1 integrations	PAC units to integrate Solacom with radio x 4	\$10,000.00
Other	Remaining balance of Solacom contract - (one year's cost for warranty)	\$138,949.00
NG9-1-1 Project Support		
Project management required to implement NG9-1-1	Project Manager (100%) IT Architect (50%)	\$145,500.00
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	Professional Consulting Systems Architecture Fire Wall Design Consulting Change Management Consulting Quality Assurance Auditing best practices consultation	\$192,550.00
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	Training to operate system Managed services at set up NENA Communicators Conference ESWG- Ottawa Face to Face Conference - 5 people	\$75,500.00
Dedicated NG9-1-1 project resources (technical and operational resources)	T Senior System Analyst (35%) x 3 IT System Analyst (35%) x 4 Network and PC Tech (20%) x3 IT Supervisors (30%) x 2 IT Director (5%) Director of Finance (5%) Deputy Chief of Police (1%)	\$314,300.00
Consultants (pertaining to NG9-1-1)	Computer / Electrical engineers and other IT services	\$100,000.00
NG9-1-1 Infrastructure Requirements		
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	NG911 Cooling - as the test centre a new data room had to be created for Site B. Cooling is required to keep that server functioning.	\$100,000.00
NG9-1-1 network requirements (circuits, servers etc.)	3 10G Circuits Addition of redundant Bell fibre at back up 911	\$800,000.00
NG9-1-1 system management, monitoring, and security	data rooms with Core A and Core B along with fire suppression and monitoring	\$60,000.00
NG9-1-1 server racks and cabling	Data cabling and trays	\$97,316.00
Total		\$3,295,115

**SCHEDULE “E”
PAYMENT PLAN**

The Province will provide the Recipient with the Maximum Amount set out in Schedule “B” upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient’s financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE "F" REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule "D", and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).

Bill No. 51
2024

By-law No. A.- _____ - ____

A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division)

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 Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement (the "Agreement") between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division), substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved, noting this is the second round of three years of funding.

2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement authorized and approved under section 1 of this by-law.

3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.

4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authorization to execute any financial reports required under this Agreements.

5. This by-law comes into force and effect on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule A

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

**The Corporation of The City of London (London Fire
Department - Communications Division)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“**FAA**”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Joy Stevenson
Title: Assistant Deputy Minister,
Emergency Services Telecommunications Division

**The Corporation of The City of London (London
Fire Department - Communications Division)**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 **REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage

required by section A10.1; or

- (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
 - (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$775,735
Expiry Date	June 30, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$775,735
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Director Address: 21 College Street, Suite 301 Toronto, ON, M7A 0C1 Email: Phil.Thompson@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

Item	Description
NG9-1-1 hardware	Solacom hardware
NG9-1-1 software	Solacom Software XALT
NG9-1-1 licensing costs	Solacom licensing
Computer Aided System (CAD) NG9-1-1 system integrations	CAD Integration with NG 911
Radio system NG9-1-1 integrations	Call Director integration with Symphony Radio console

2) The following NG9-1-1 project supports:

Item	Description
Project management required to implement NG9-1-1	Project Manager, 100% of time spent on Project
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	ITS Technical Support Staff
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	2 Days training per Communicator on the Solacom call-handling system and troubleshooting - NG9-1-1 Training (APCO)
Dedicated NG9-1-1 project resources (technical and operational resources)	ITS Support & Resource Consultant ITS Tech. Support Consultant Bus.Spon Financial Supprt Admin Support Sr. Leadership

3) The following to meet NG9-1-1 infrastructure requirements:

Item	Description
Facility assessments to support NG9-1-1 technology	Bramic Site Assessment City of London Facilities assessment, electrical,HVAC

Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Monitor arms, monitors, UPS, exhaust fan, cooling alarms
NG9-1-1 network requirements (circuits, servers etc.)	Carrier Fees-Bell/Rogers providing the carrier/ geographical-diverse "mesh" network between LPS Primary & Backup sites & the Fire Primary & Backup sites which allows for Fire tenancy on the LPS Solacom platform. Billed monthly after initial install.
NG9-1-1 server racks and cabling	Cabling infrastructure upgrades

SCHEDULE "D"
BUDGET

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$775,735) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

Item	Description	Maximum Amount
NG9-1-1 Technology Upgrades		
NG9-1-1 hardware	Solacom hardware	\$9,719.00
NG9-1-1 software	Solacom Software	\$143,160.00
NG9-1-1 licensing costs	Solacom licensing	\$28,363.00
Computer Aided System (CAD) NG9-1-1 system integrations	CAD Integration with NG 911	\$20,000.000
Radio system NG9-1-1 integrations	Call Director integration with Symphony Radio console	\$5,000.000
NG9-1-1 Project Support		
Project management required to implement NG9-1-1	Project Manager, 100% of time spent on Project	\$148,393.00
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	ITS Technical Support Staff	\$25,000.00
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	2 Days training per Communicator on the Solacom call-handling system and troubleshooting NG9-1-1 Training (APCO) x 3 staff,	\$29,271.00
Dedicated NG9-1-1 project resources (technical and operational resources)	ITS Support & Resource Consultant @ ITS Tech. Support Consultant @10% - Bus.Spon10% Financial Supp x 2 Admin Support	\$90,931.00

	Sr. Leadership	
Other	ITS Support & Resource Consultant ITS Tech. Support Consultant Bus.Spon Financial Supprt Admin Support Sr. Leadership	\$182,000.00
NG9-1-1 Infrastructure Requirements		
Facility assessments to support NG9-1-1 technology	Bramic Site Assessment City of London Facilities assessment, electrical,HVAC etc. -	\$8,500.00
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Monitor arms, monitors, UPS, exhaust fan, cooling alarms	\$25,376.00
NG9-1-1 network requirements (circuits, servers etc.)	Carrier Fees-Bell/Rogers providing the carrier/geographical-diverse "mesh" network between LPS Primary & Backup sites & the Fire Primary & Backup sites which allows for Fire tenancy on the LPS Solacom platform. Billed monthly after initial install.	\$42,022.00
NG9-1-1 server racks and cabling	Cabling infrastructure upgrades	\$18,000.00
Total		\$775,735

SCHEDULE "E"
PAYMENT PLAN

The Province will provide the Recipient with the Maximum Amount set out in Schedule "B" upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient's financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE “F” REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule “D”, and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).

Bill No. 52
2024

By-law No. A.- ____ - ____

A by-law to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London.

WHEREAS the Housing Development Corporation, London is incorporated under the *Business Corporations Act R.S.O. 1990, c.B.16* (the “BCA”);

AND WHEREAS subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of Housing Development Corporation, London;

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

AND WHEREAS Subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

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

1. The Special Resolution of the Sole Shareholder of the Housing Development Corporation, London attached as Schedule “1” is ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Special Resolution of the Sole Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into 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 February 13, 2024, subject to the provisions of Part VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule "I"

**SPECIAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
HOUSING DEVELOPMENT CORPORATION, LONDON
(the "Corporation")**

ARTICLES OF AMENDMENT

RESOLVED, as a special resolution, that:

1. the Corporation is authorized to make application for Articles of Amendment to change the number of directors to a minimum of one (1) and a maximum of ten (10), such Articles of Amendment being substantially in the form of the draft Articles of Amendment presented to and approved by the sole shareholder of the Corporation;
2. any director or officer of the Corporation is authorized and directed to execute and deliver the Articles of Amendment in the prescribed form to the Director appointed under the *Business Corporations Act* (Ontario) (the "**Act**"), whether under the corporate seal of the Corporation or otherwise, and to deliver all other documents and to take all necessary steps as may be desirable to give effect to the foregoing; and
3. upon Articles of Amendment becoming effective, in accordance with the provisions of the Act, the articles of the Corporation are amended accordingly.

The sole shareholder hereby agrees that the execution and delivery of a facsimile copy or electronic delivery of this resolution shall constitute delivery of an executed original and shall be binding upon the shareholder whose signature appears on the transmitted copy as if it were an original hand-written signature.

THE UNDERSIGNED, being the sole shareholder of the Corporation entitled to vote thereon, passes the foregoing resolution pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the ____ day of _____, 202__.

**THE CORPORATION OF THE CITY
OF LONDON**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/we have authority to bind the corporation.

Bill No. 53
2024

By-law No. A.- ____ - ____

A by-law to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London.

WHEREAS the Housing Development Corporation, London is incorporated under the *Business Corporations Act R.S.O. 1990*, c.B.16 (the “BCA”);

AND WHEREAS subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of Housing Development Corporation, London;

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

AND WHEREAS Subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

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

1. The Special Resolution of the Sole Shareholder of the Housing Development Corporation, London attached as Schedule “1” is ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Special Resolution of the Sole Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into 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 February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Schedule "I"

SPECIAL RESOLUTIONS OF THE SOLE SHAREHOLDER

OF

**HOUSING DEVELOPMENT CORPORATION, LONDON
(the "Corporation")**

CONFIRMATION OF NUMBER OF DIRECTORS

WHEREAS the articles of the Corporation provide for a minimum of one (1) director and a maximum of ten (10) directors.

RESOLVED that, until changed by special resolution of the shareholder(s), the number of directors of the Corporation within the minimum and maximum number of directors provided in the articles shall be one (1).

CONFIRMATION OF DIRECTORS

WHEREAS:

- A. On review of the corporate records of the Corporation, it was noted that there were certain corporate deficiencies and outstanding corporate matters which were not approved and/or passed in compliance with the Corporation's Articles, by-laws and/or the *Business Corporations Act* (Ontario).
- B. It is hereby ratified, confirmed, and approved that Stephen Joseph Giustizia was inadvertently added to the records of the Ministry of Public and Business Service Delivery of Ontario as a director of the Corporation effective October 26, 2015.

RESOLVED that:

- 1. It is hereby ratified, confirmed, and approved that Stephen Joseph Giustizia has never been elected as a director of the Corporation;
- 2. The following director resignations are hereby ratified, confirmed, and approved, as follows:

Director	Date of Resignation
Dick Brouwer	September 17, 2019
Larry Hazel	September 17, 2019
Vivian Lui	September 17, 2019
Daniel Ross	September 17, 2019
Louise Stevens	September 17, 2019
Sandra Elaine Datars Bere	May 6, 2020

- 3. It is further ratified, confirmed, and approved that, effective as of the date hereof, the current director of the Corporation is Craig Cooper, who was elected as a director of the Corporation on May 6, 2020.
- 4. All resignations and/or removals by the shareholder of the Corporation, and past appointments and elections of directors of the Corporation made by the shareholder of the Corporation, and whether this information is properly reflected in the minutes of any meeting or resolutions of the directors or shareholder, be and the same are hereby ratified, confirmed, and approved.

The sole shareholder hereby agrees that the execution and delivery of a facsimile copy or electronic delivery of these resolutions shall constitute delivery of an executed original and shall be binding upon the shareholder whose signature appears on the transmitted copy as if it were an original hand-written signature.

[SIGNATURE PAGE FOLLOWS]

THE UNDERSIGNED, being the sole shareholder of the Corporation entitled to vote thereon, passes the foregoing resolution pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the _____ day of _____, 202__.

**THE CORPORATION OF THE CITY
OF LONDON**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/we have authority to bind the corporation.

Bill No. 54
2024

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the City of London, 2016 relating to 3810-3814 Colonel Talbot Road (within the Southwest Area Secondary Plan)

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ____ to The Official Plan for the City of London Planning Area - 2016, as contained in the text attached hereto and forming part of this by-law.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a special policy to the Southwest Area Secondary Plan, forming part of the Official Plan, to facilitate the development of an apartment building with a height of six storeys within the Lambeth Neighbourhood Medium Density Residential designation on the property at 3810-3814 Colonel Talbot Road.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to the lands located at 3810-3814 Colonel Talbot Road, located within the Lambeth Neighbourhood Medium Density Residential Designation, in the City of London, identified in Schedule 1.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for a 6-storey apartment building. The proposed amendment is considered appropriate as it is consistent with the Provincial Policy Statement, 2020, conforms to The Official Plan, including but not limited to the Key Directions, City Building policies, and the Specific Policy Area policies in Our Tools. The recommended amendment would permit development at a transitional scale and intensity that is appropriate for the site and the surrounding neighbourhood; and facilitates the development of an underutilized site within the Built-Area Boundary with an appropriate form of development.

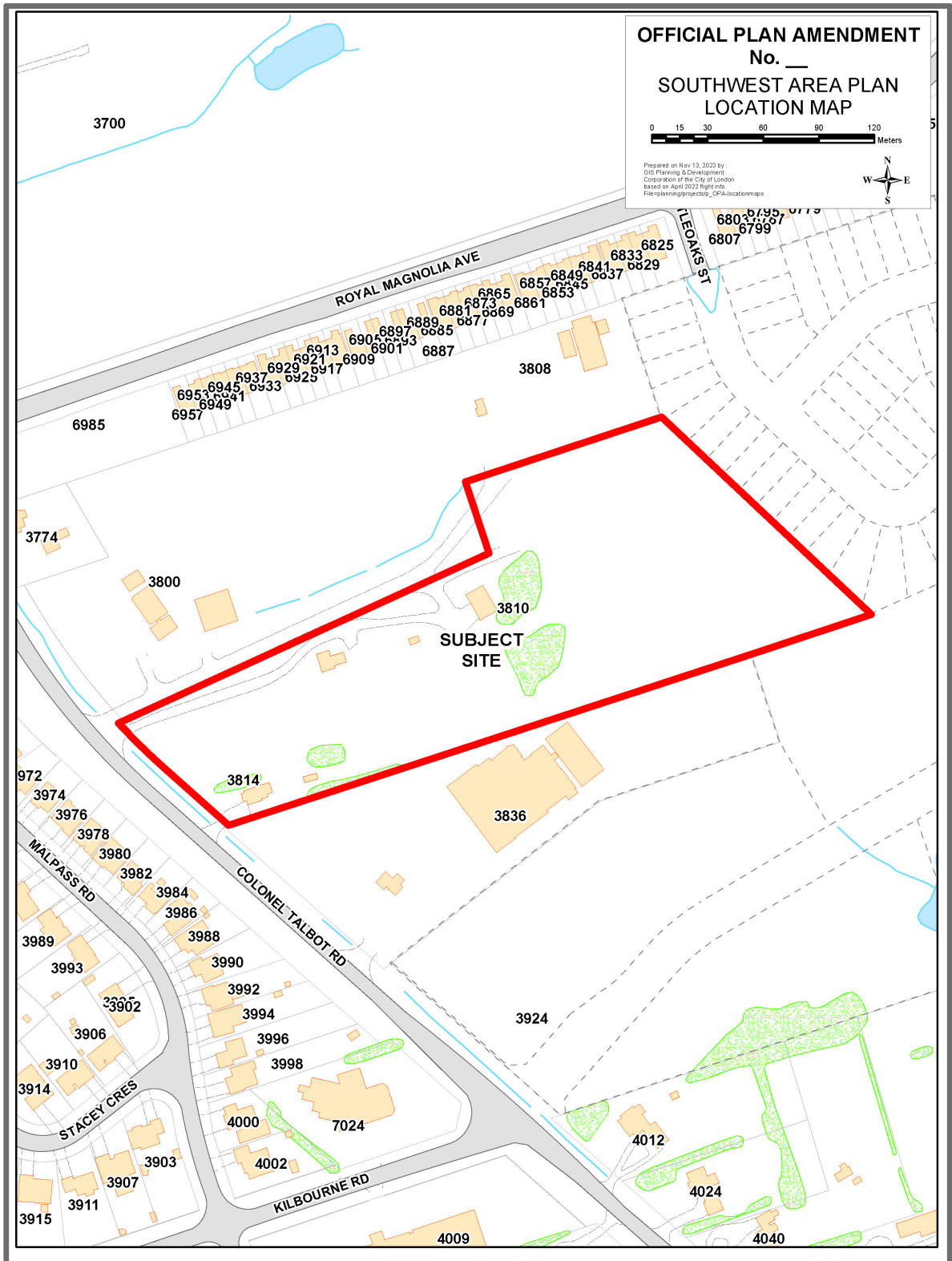
D. THE AMENDMENT

The Southwest Area Secondary Plan, Lambeth Neighbourhood within the Medium Density Residential designation for the City of London is hereby amended by adding the following:

1. iv) 3810-3814 Colonel Talbot Road

A maximum height of 6-storeys shall be permitted for one apartment building on site.

Schedule 1



Bill No. 55
2024

By-law No. C.P.-1512()-____

A by-law to amend Map 1 of The Official Plan
for the City of London, 2016 relating to 3502
Manning Drive

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ____ to the Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this amendment is to amend Map 1 – Place Types, to The Official Plan for the City of London Planning Area to change the designation for portions of the subject lands FROM Environmental Review Place Type TO a Green Space Place Type and a Waste Management Resource Recovery Area Place Type; and to change the designation for portions of the subject lands FROM Waste Management Resource Recovery Area Place Type TO a Green Space Place Type.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3502 Manning Drive in the City of London.

C. BASIS OF THE AMENDMENT

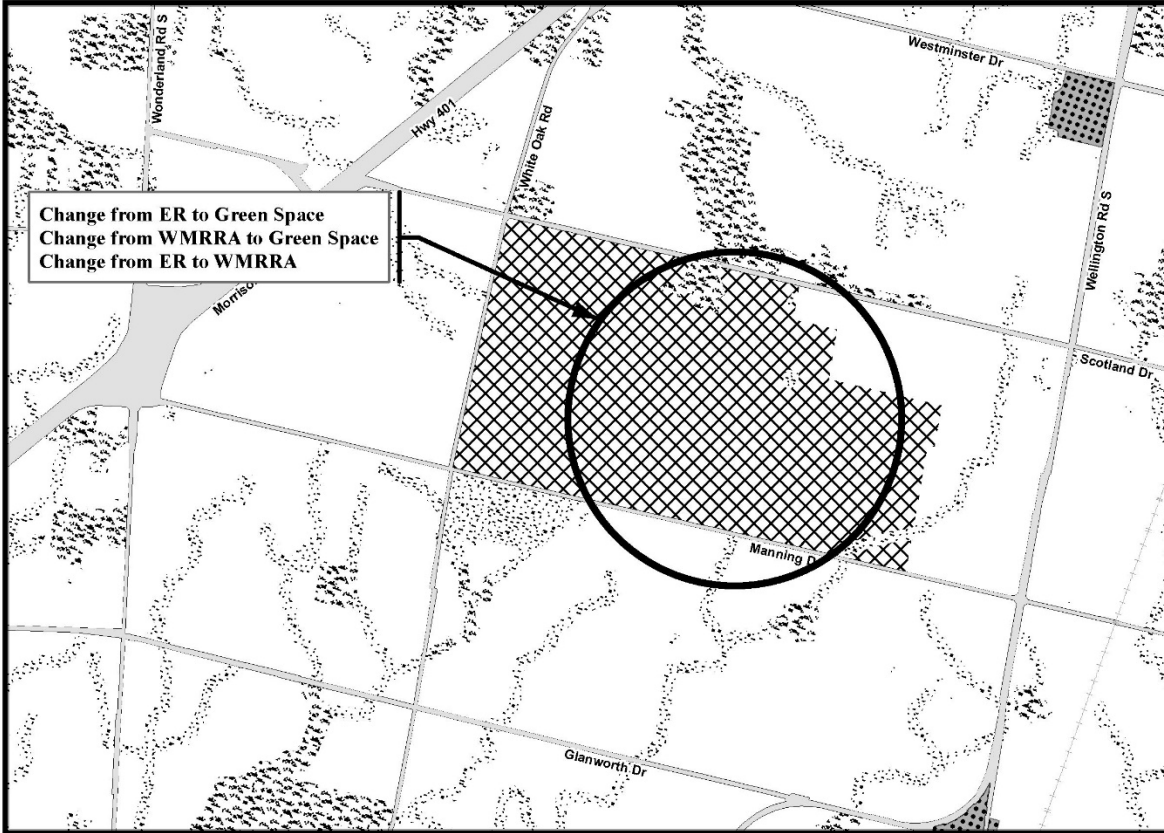
The amendment to Map 1 of The Official Plan supports the expansion of the W12A landfill and further define and protect the existing environmentally significant areas on the subject lands.

D. THE AMENDMENT

1. Map 1 – Place Types, to The Official Plan for the City of London Planning Area is amended by changing the Place Type designations for the lands located at 3502 Manning Drive in the City of London, as indicated on “Schedule 1” attached hereto, and described as follows:
 - a) To change the designation for a portion of the subject lands FROM an Environmental Review Place Type TO a Green Space Place Type.
 - b) To change the designation for a portion of the subject lands FROM a Waste Management Resource Recovery Area Place Type TO a Green Space Place Type.
 - c) To change the designation for a portion of the subject lands FROM an Environmental Review Place Type TO a Waste Management Resource Recovery Area Place Type.

Schedule 1

AMENDMENT NO:



Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhood	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1 TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9674</p> <p>PLANNER: BH</p> <p>TECHNICIAN: RC</p> <p>DATE: 12/14/2023</p>
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Bill No. 56
2024

By-law No. C.P.-1512()-____

A by-law to amend Map 5 of The Official Plan
for the City of London, 2016 relating to 3502
Manning Drive

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this amendment is to amend Map 5 – Natural Heritage, to The Official Plan for the City of London Planning Area to remove the Valleylands designation from a portion of the site; to designate a portion of the site as Significant Valleylands; to change the designation of the northerly-located Unevaluated Wetland to Wetland; and to delete the westerly-located Wetland.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3502 Manning Drive in the City of London.

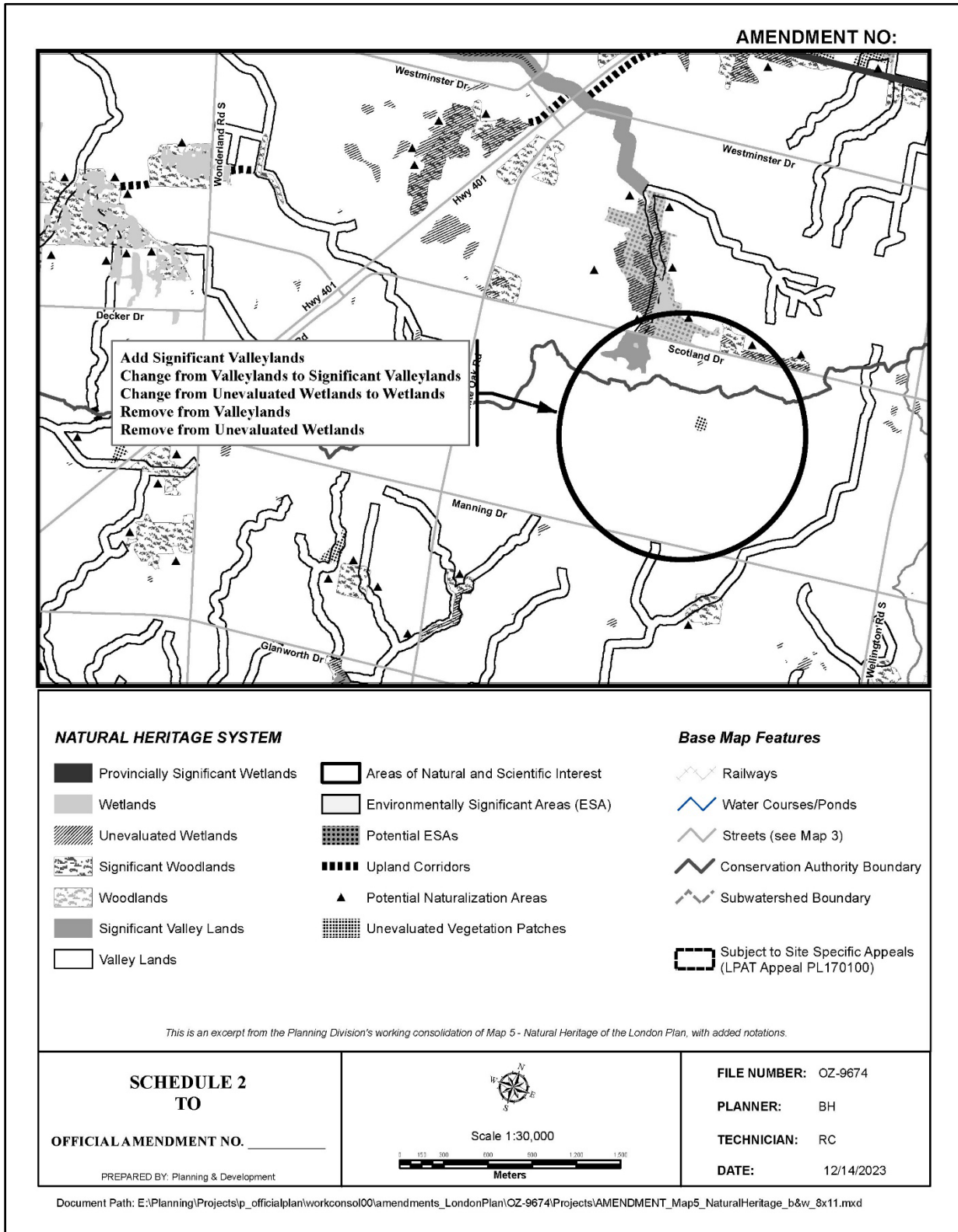
C. BASIS OF THE AMENDMENT

The amendment to Map 5 of The Official Plan reflects the evaluation of potential natural heritage features on the property; protects identified features; and supports the expansion of the W12A landfill on the subject lands.

D. THE AMENDMENT

1. Map 5 – Natural Heritage, to The Official Plan for the City of London Planning Area is amended by changing the natural heritage designations for the lands located at 3502 Manning Drive in the City of London, as indicated on “Schedule 1” attached hereto, and described as follows:
 - i. To delete a portion of the Valleylands designation;
 - ii. To add the Significant Valleylands designation to a portion of the subject lands;
 - iii. To change the designation of the northerly-located wetland FROM an Unevaluated Wetlands TO Wetlands; and,
 - iv. To delete the Unevaluated Wetlands designation for the westerly located feature.

Schedule 1



Bill No. 57
2024

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the
City of London, 2016 relating to Policy 942

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to update Policy 942 for the Neighbourhood Place Type to revise permissions related to additional residential units, address minor wording issues within the Policy, and delete site plan requirements under Policy 942.

B. LOCATION OF THIS AMENDMENT

This Amendment is a text amendment, which applies to all lands within the City of London.

C. BASIS OF THE AMENDMENT

The amendment would permit additional residential units within duplex, triplex, and converted dwellings, and a maximum of two additional residential units within one accessory building. The amendment would remove reference to “structure” when describing accessory building within Policy 942.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Policy 942 be revised and replaced by the policy below:

942_ Additional Residential Units are permitted as-of-right within single detached dwellings, semi-detached dwellings, street townhouse dwellings, duplex dwellings, triplex dwellings, or converted dwellings where all of the following criteria are met:

2. Criteria 1 of Policy 942 be revised to increase additional residential units within accessory buildings and replaced by the policy below:

1. A maximum of three additional residential units are permitted, which may include a maximum of two additional units in an accessory building.

3. Criteria 10 of Policy 942 be revised to delete reference to ‘structure’ and replaced by the policy below:

10. Additional residential units may be permitted within a legally established accessory building that:

- a. Is located on the same lot as the primary dwelling unit.
- b. Is located in the rear yard.
- c. Cannot be severed.
- d. Is on full municipal services.
- e. Maintains the neighbourhood character.
- f. Meets the requirements of the zone which apply to accessory buildings.

Bill No. 58
2024

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the
City of London, 2016 relating to 1310 Adelaide
Street North and 795 Windermere Road

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Green Space Place Type and add the subject lands to Map 7 – Specific Policy Areas - of the City of London to permit a range of commercial uses, subject to the policies for Green Space contained in this Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1310 Adelaide Street North and 795 Windermere Road in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for a commercial development with a limited range of commercial and office uses to a maximum of 976 square metres. The recommended amendment is consistent with the *Provincial Policy Statement, 2020 (PPS)*, which permits development and site alteration in those portions of hazardous lands and hazardous sites where the effects and risk to public safety are minor, could be mitigated in accordance with provincial standards, and where development and site alteration is carried out in accordance with floodproofing standards, protection works standards, and access standards, vehicles and people have a way of safely entering and exiting the area during times of flooding, erosion and other emergencies, new hazards are not created and existing hazards are not aggravated, and no adverse environmental impacts will result. The recommended amendment conforms to *The Official Plan*, including but not limited to the Policies for Specific Areas, and the Green Space Place Type policies. The recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of *The Official Plan*, including, but not limited to Specific Area Policies (Map 7), the Green Space Place Type, the Our Tools, and all other applicable policies in *The Official Plan*. The recommended amendment will establish a principle of development for a site by allowing some additional development opportunity, while ensuring protection of public safety and minimizing property damage.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

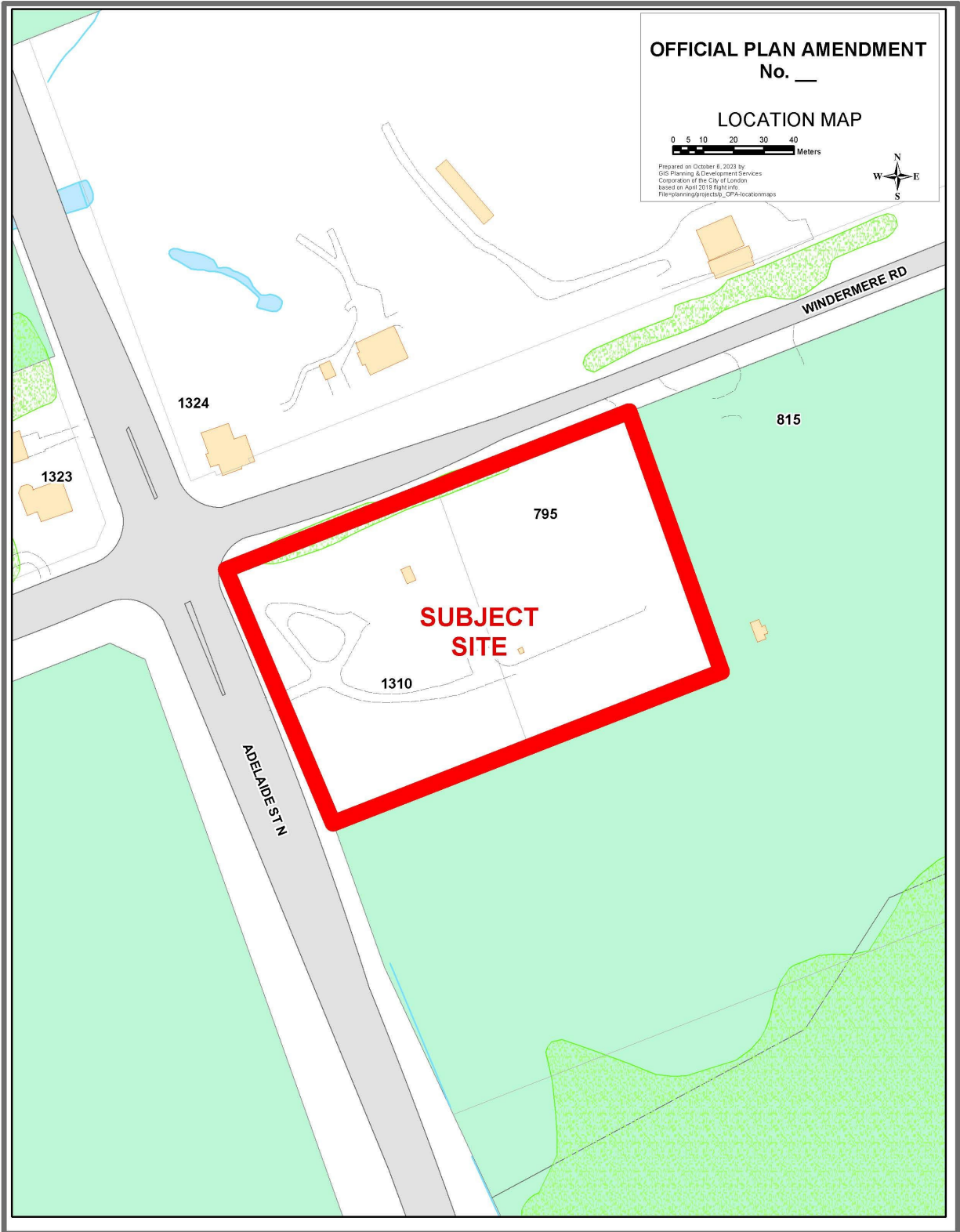
1. Specific Policies for the Green Space Place Type of The Official Plan for the City of London is amended by adding the following:

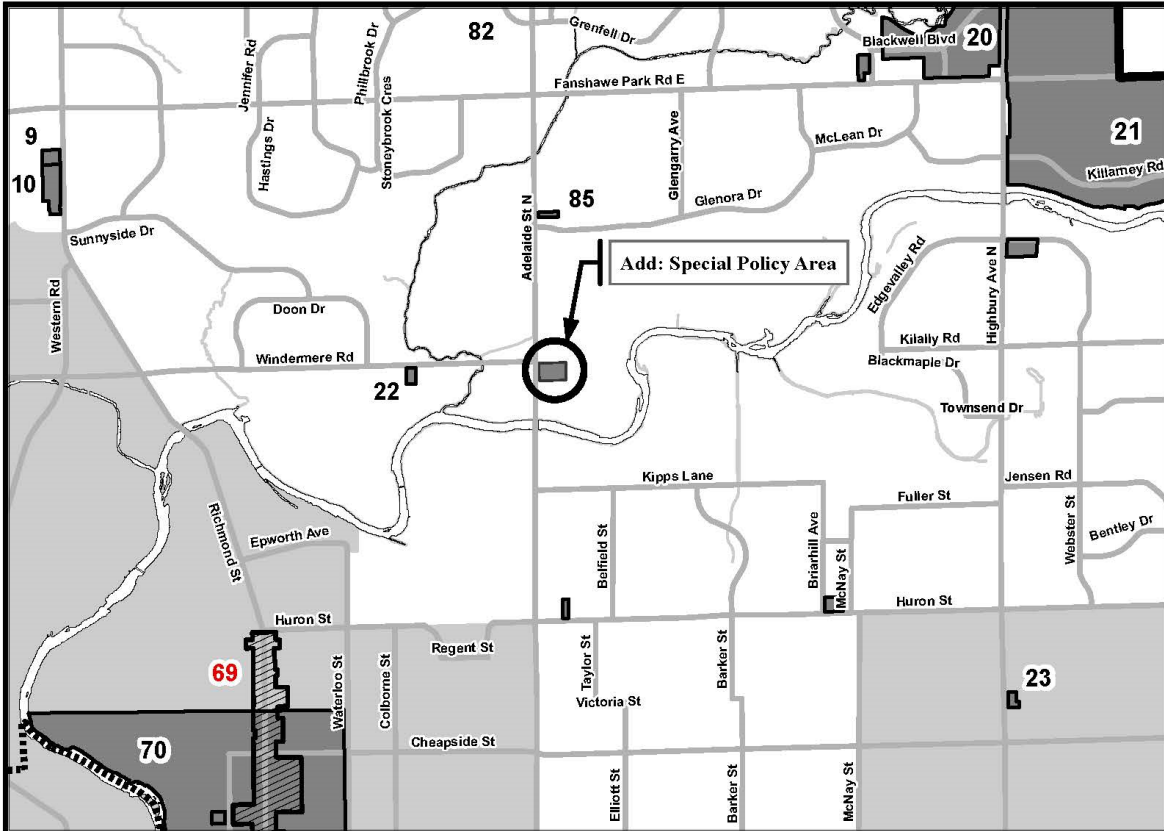
() 1310 Adelaide Street North and 795 Windermere Road

In the Green Space Place Type located at 1310 Adelaide Street North and 795 Windermere Road, additional commercial uses such as bake shops, convenience stores, commercial recreation establishment, financial institutions, food stores, personal service establishments, and one restaurant with a drive-through are permitted.

2. Map 7 - Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1310 Adelaide Street North and 795 Windermere Road in the City of London, as indicated on “Schedule 1” attached hereto.

“Schedule 1”









LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

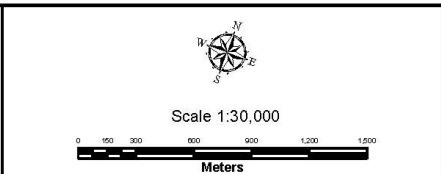
BASE MAP FEATURES

-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE #
TO
OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development



FILE NUMBER: OZ-8709
PLANNER: NP
TECHNICIAN: JI
DATE: 12/19/2023

Bill No. 59
2024

By-law No. CP-

A by-law to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-23, as amended.

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

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

AND WHEREAS section 44 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, provides for a municipality to constitute and appoint a committee of adjustment;

AND WHEREAS section 45 of the *Planning Act*, as amended, sets out the powers of committee of adjustment with respect to minor variance applications;

AND WHEREAS section 5(1) of the *Planning Act*, as amended, permits Municipal Council by by-law to delegate the authority of a council under section 4 of the Act to a committee of council or to an appointed officer identified by the by-law by name or position occupied;

AND WHEREAS subsection 54(5) of the *Planning Act*, as amended, provides that Municipal Council of a single-tier municipality authorized to give a consent under section 53 may by by-law delegate the authority of the council under section 53 or any part of that authority to a committee of council, to an appointed officer identified in the by-law by name or position occupied, to a municipal planning authority or to the committee of adjustment;

AND WHEREAS it is deemed expedient to pass this by-law;

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

Part 1 – Committee of Adjustment

1.1 Established

The Committee of Adjustment for The Corporation of the City of London is established and constituted pursuant to section 44 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended.

1.2 Composition

The Committee of Adjustment for The Corporation of the City of London shall be composed of five (5) individuals appointed by Municipal Council.

1.3 Powers – authority – set out – Planning Act

The Committee of Adjustment for The Corporation of the City of London is empowered pursuant to section 45 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and the regulations thereunder to grant minor variances and to change, to extend and/or to enlarge non-conforming uses with respect to the provisions of any Zoning By-law of the municipality that implements the Official Plan for the City of London Planning Area.

Part 2 – Consent Authority

2.1 Established – Director, Planning and Development

The Director, Planning and Development is hereby delegated the authority with respect to the granting of consents provided for under section 54 of the *Planning Act*, R.S.O. 1990, c.P.13 as amended, and the Director, Planning and Development shall act as the “London Consent Authority”.

2.2 Director, Planning and Development – Further Delegation

For the purpose of granting consents in accordance with section 2.1 of this by-law or entering into agreements in accordance with section 2.4, in the absence or vacancy of Director, Planning and Development, The Corporation of the City of London hereby delegates the authority under section 2.1 and 2.4 to the Manager, Current Development.

2.3 Authority to Execute Certificates

The Secretary-Treasurer of the Committee of Adjustment shall be delegated the authority to give a certificate to the applicant stating that the consent has been given pursuant to sections 53(42) of the *Planning Act*, R.S.O. 1990, c.P.13 as amended.

2.4 Authority to Execute Agreements

The Director, Planning and Development, shall be delegated the authority to execute any agreements prepared in accordance with a condition imposed by the London Consent Authority.

Part 3 – Repeal - Enactment

3.1 By-law – previous

By-law No. CP-23, being "A by-law to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-7," as amended. is hereby repealed.

3.2 Effective Date

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 February 13, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024.
Second Reading – February 13, 2024.
Third Reading – February 13, 2024.

Bill No. 60
2024

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Hyde Park Meadows
Subdivision, Phase 2 – 33M-671)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in Hyde Park Meadows Subdivision, Phase 2 –
33M-671;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

Hyde Park Meadows Subdivision Phase 2, Plan 33M-671
Drewlo Holdings Inc.

Tansbury Street – All;
Tribalwood Street – All;
Freeport Street – All;
Block 195 being a walkway – All;
Block 196 being a walkway – All;
Block 197, 198, 199 & 200 being a walkway – All;

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law will commence for a duration of one calendar year from
January 29, 2024.

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 February 13, 2024 subject to the provisions
of PART VI.1 of the *Municipal Act*, 2001.

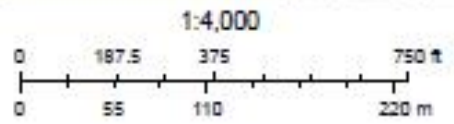
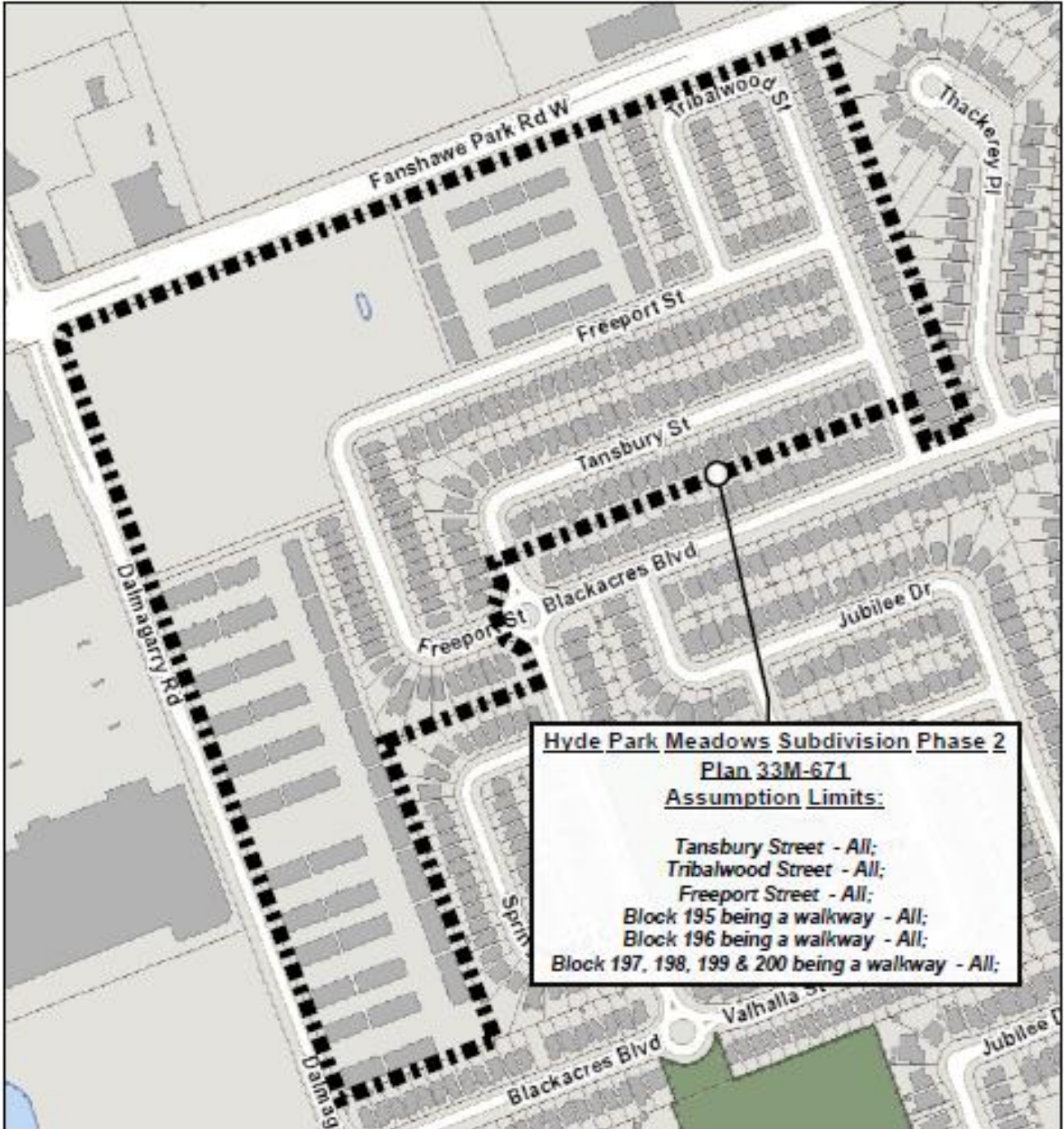
Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Assumption Limits

Corporate City Map



Bill No. 61
2024

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Chelsea Green
Meadows Subdivision – Plan 33M-686)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in Chelsea Green Meadows Subdivision, Plan 33M-686;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

Chelsea Green Meadows Subdivision, Plan 33M-686
Aar-Con Enterprises Corp.

Hayes Street – All;
Yvonne Crescent – All;
Yvonne Court – All;

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law will commence for a duration of one calendar year from
January 29, 2024.

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.

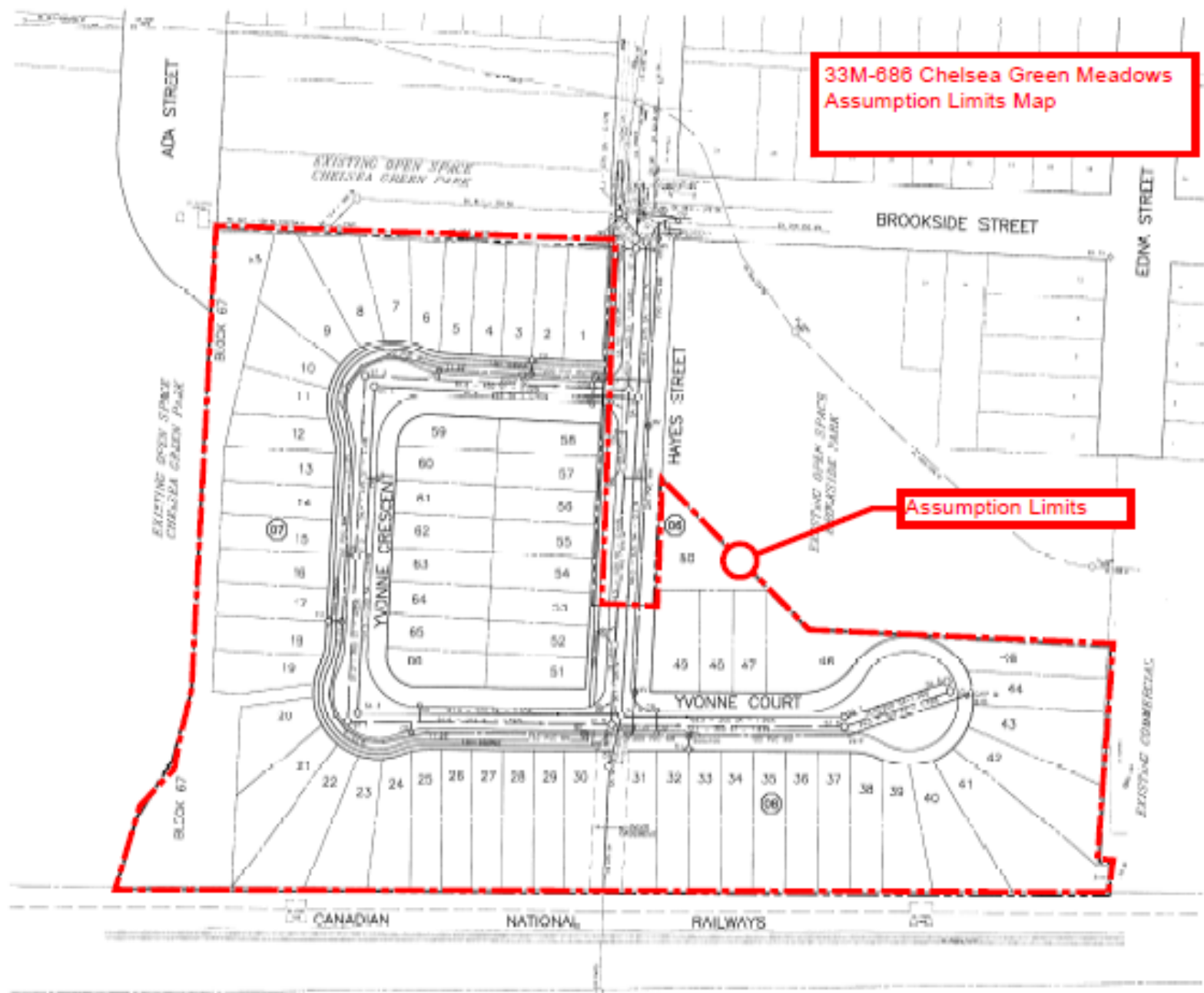
PASSED in Open Council on February 13, 2024 subject to the provisions
of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

33M-886 Chelsea Green Meadows Assumption Limits Map



Assumption Limits



LEGEND

- PROPOSED SANITARY SEWER AND WASTEWATER MAIN
- PROPOSED SANITARY SEWER AND WASTEWATER HOLE
- EXISTING GROUND SEWER AND WASTEWATER HOSE
- EXISTING DRAINAGE
- EXISTING INTERSECTION WASTEWATER HOLE
- PROPOSED STORM SEWER AND WASTEWATER HOLE
- PROPOSED GROUND
- EXISTING FIRE HYDRANT AND VALVE
- EXISTING WATERMAIN AND VALVE
- PROPOSED WATERMAIN AND VALVE
- PROPOSED WATER SERVICE AND VALVE
- EXISTING GAS MAIN AND VALVE
- PROPOSED GAS
- PROPOSED GASMAIN SERVICE
- WATER
- SEWER/STORM
- PLAN AND PROFILE SHEET NUMBER
- DATE OF SURVEY

SERVICING NOTES

1. Sanitary pits that not be connected to maintenance main.
2. Pits to be installed and marked according to City Standard.
3. Pits shall be installed and marked according to City Standard.
4. Pits shall be installed and marked according to City Standard.
5. Sanitary control tank of new system shall be installed in accordance with OHS 418 and OHS 402, with details submitted to the City of London.
6. Pits must contain capped vent plumbing connections are made.
7. A 300mm (12") dia. Non-Aramid Environmental shall be installed under every sanitary manhole for storm and vent that shall be 300mm (12") dia. after installation of the system and see drawings.
8. Sanitary valves are to be installed on POC's at all houses to the satisfaction of the City.
9. Proposed lot divisions for subdivisions are set to edge of pavement grade.
10. Proposed lot divisions for subdivisions are set to edge of pavement grade.
11. All pipe material to be in accordance with City standards.
12. Manning to be same used or 1/40th rounded down compared to 3/8" Standard Proctor Maximum Dry Density.
13. Proposed system shall be installed to final grade using present concrete adjustment with existing work, unless otherwise noted.
14. Where high ground water table are encountered trench crushed stone bedding with approved geotextile shall be used.
15. Approved bedding material to be compacted to 85% Standard Proctor Maximum Dry Density. Above the bedding to be placed within 1m of the next subgrade, compaction shall be 85% Standard Proctor Maximum Dry Density.
16. Proposed system shall be installed to final grade using present concrete adjustment with existing work, unless otherwise noted.
17. Shovel working services to the subject shall be accomplished during construction, they shall be set and marked as per plan.
18. Completion of trench shall allow of adding services that be performed in accordance with OHS 214.
19. All work on subject shall only be done with written consent from the landowner.
20. Utility situations shall not be located within 1.00m of hydrology zone.

GENERAL NOTES

1. House construction on lots 44, 45, 46, 47, 48, 49 and 50 shall not proceed until the manhole barrier and ventilation system is completed and operational.
2. House construction on lots 44, 45, 46, 47, 48, 49 and 50 shall not proceed until the foundation excavation stops and the manhole barrier and ventilation system has been constructed and is not back to construction.
3. All houses constructed within 20 meters of the manhole barrier shall be equipped with a 300mm (12") dia. Non-Aramid Environmental under every sanitary manhole for storm and vent that shall be 300mm (12") dia. after installation of the system and see drawings.

**CITY OF LONDON
DEVELOPMENT SERVICES
ACCEPTED**
MAR 21 2010
SUBJECT TO S4
CONFORMANCE WITH THE
ACTING UNDER SECTION 347 OF THE BIAA

**ENVIRONMENTAL
ASSESSMENT
CONTRACTOR'S COPY**

CONTRACTOR'S COPY

CONTRACTOR'S COPY

**PREPARED BY
DATE
SHEET NO.**

EXISTING SERVICES	STANDARD & SERVICE	DATE	CONTRACTOR'S SERVICE	COMPLETION	STATUS	NO.	REVISIONS	DATE	CONTRACTOR'S

RICOR
Engineering Ltd.
211 Adelaide St. East
London ON N6A 1A7
416-861-8831
info@ricor.com



**AAR-CON
ENTERPRISES**



**CHELSEA GREEN MEADOWS
MASTER PLAN OF SERVICES**

**1023-1
01**

Bill No. 62
2024

By-law No. S.-____-____

A by-law to assume certain works and services
in the City of London. (West 5 Subdivision
Phase 1, Plan 33M-706)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in West 5 Subdivision Phase 1, Plan 33M-706;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

West 5 Subdivision Phase 1, Plan 33M-706
Sifton Properties Limited

Riverbend Road – All;
Logans Run – All;
External Works – Shore Road (sidewalk, sanitary/storm/water connections)

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law will commence for a duration of one calendar year from
January 29, 2024.

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.

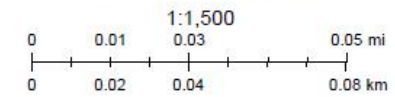
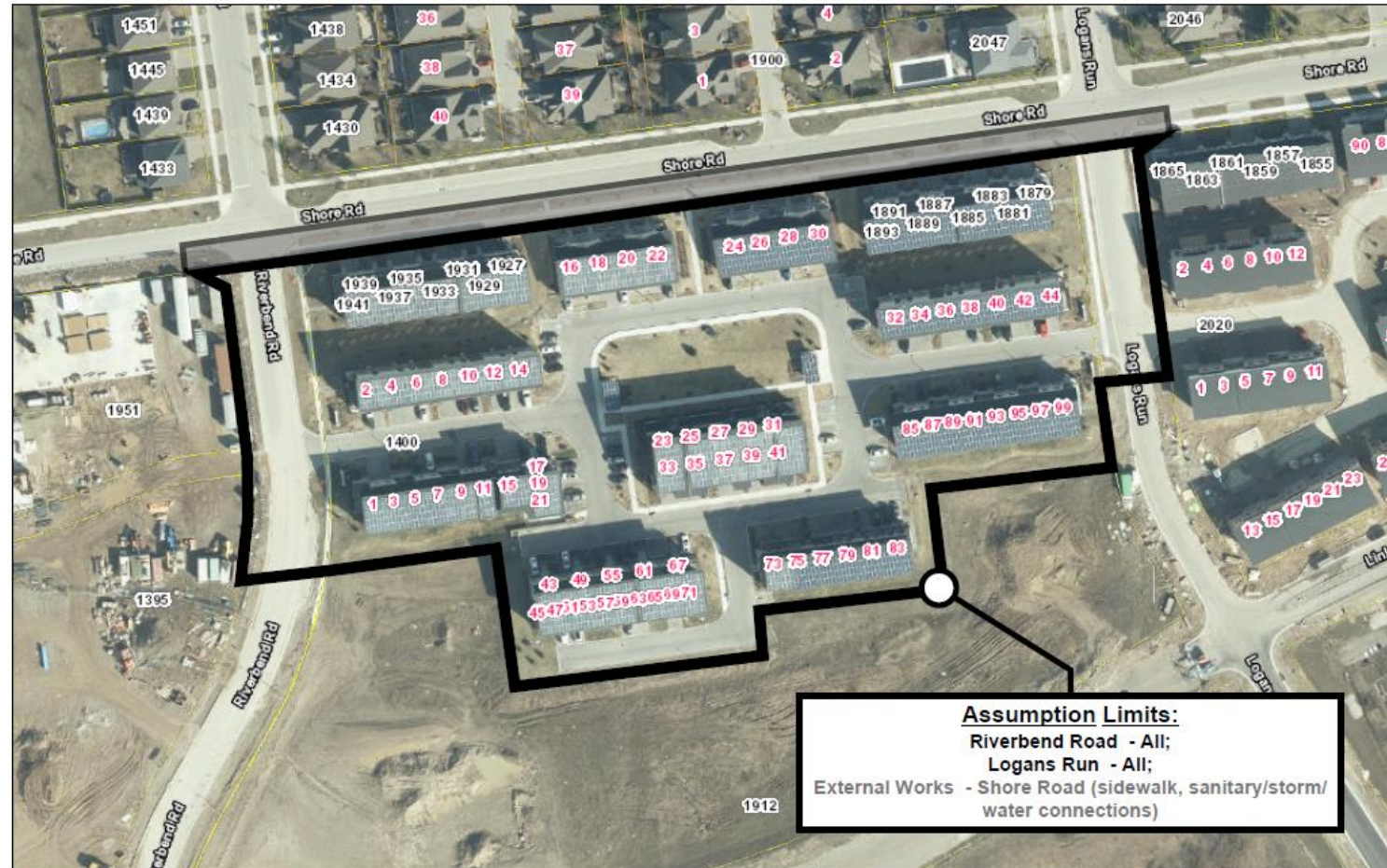
PASSED in Open Council on February 13, 2024 subject to the provisions
of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Assumption Limits - West 5 Subdivision Phase 1, 33M-706



Bill No. 63
2024

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Summerside Subdivision
Phase 13A Stage 1, Plan 33M-756)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in Summerside Subdivision Phase 13A Stage 1, Plan
33M-756;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

Summerside Subdivision Phase 13A Stage 1, Plan 33M-756
Drewlo Holdings

Chelton Road – Evans Boulevard to Green Gables Road;
Chelton Court – All;
Irish Moss Road – All;
Evans Boulevard – Chelton Road to east limit of plan;
Block 161 – walkway;

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law will commence for a duration of one calendar year from
February 1, 2024.

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 February 13, 2024 subject to the provisions
of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Bill No. 64
2024

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Edgevalley Subdivision
Phase 1, Plan 33M-757)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in Edgevalley Subdivision Phase 1, Plan 33M-757;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

Edgevalley Subdivision Phase 1, Plan 33M-757
Drewlo Holdings Inc.

Edgevalley Road (Highbury Avenue – Agathos Street);
Drew Street – All;
Dylan Street – All;
Purser Street – All;
Block 131 – All;

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law will commence for a duration of one calendar year from
January 29, 2024.

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 February 13, 2024 subject to the provisions
of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

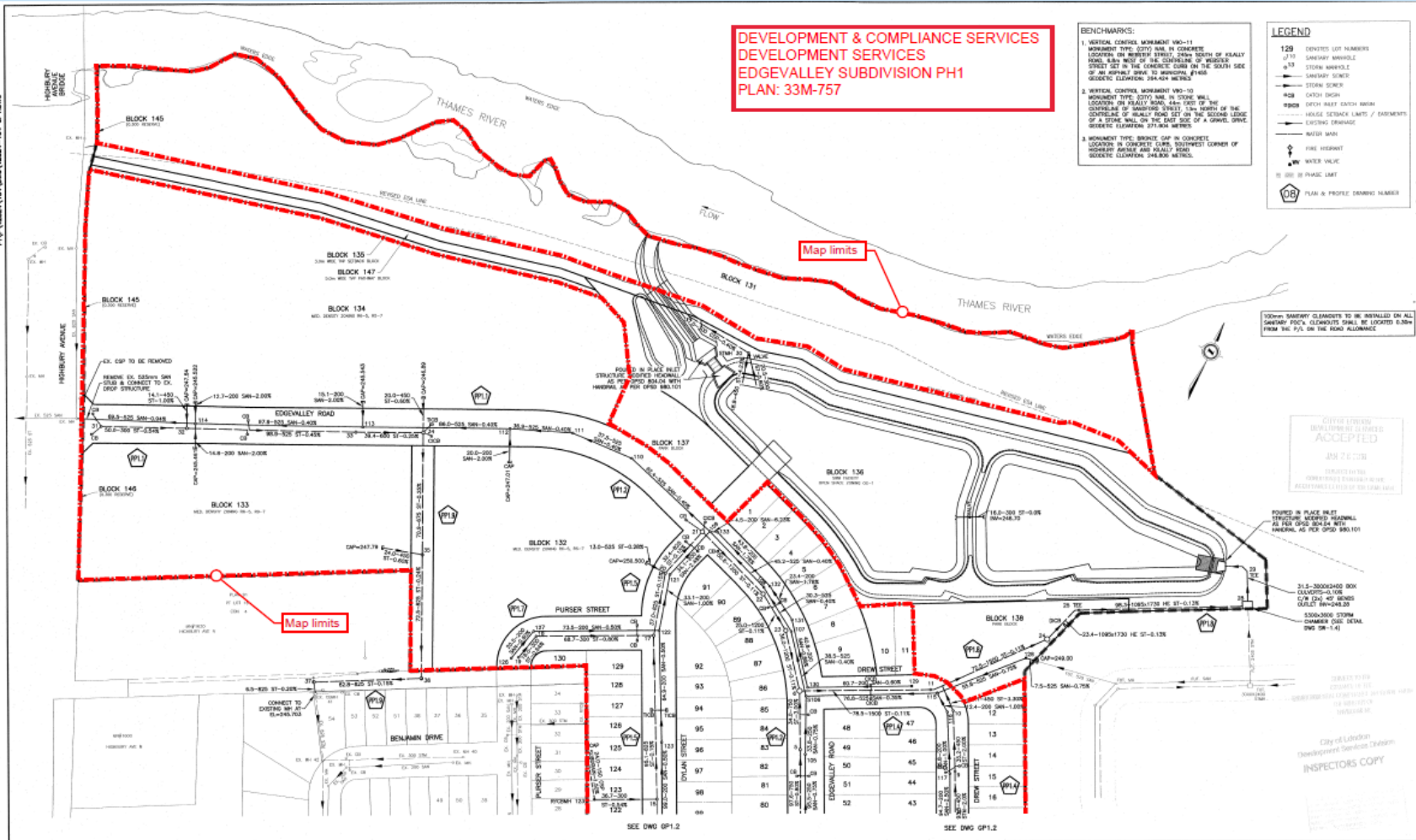
Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

**DEVELOPMENT & COMPLIANCE SERVICES
EDGEVALLEY SUBDIVISION PH1
PLAN: 33M-757**

- BENCHMARKS:**
1. VERTICAL CONTROL MONUMENT WMO-11
MONUMENT TYPE: 20770 MM IN CONCRETE
LOCATION: IN WEST ST STREET, 200M SOUTH OF HEALY ROAD, 8.8M W OF THE CENTERLINE OF WEST ST STREET SET IN THE CENTERLINE ON THE SOUTH SIDE OF AN ASPHALT DRIVE TO INDIVIDUAL #145
GEOIDIC ELEVATION: 271.504 Meters
 2. VERTICAL CONTROL MONUMENT WMO-10
MONUMENT TYPE: 20770 MM IN CONCRETE
LOCATION: IN HEALY ROAD, 445M EAST OF THE CENTERLINE OF HARBURY STREET, 12M NORTH OF THE CENTERLINE OF HEALY ROAD SET ON THE SECOND LEDGE OF A STONE WALL ON THE EAST SIDE OF A GRAVEL DRIVE
GEOIDIC ELEVATION: 271.504 Meters
 3. MONUMENT TYPE: BRONZE CAP IN CONCRETE
LOCATION: IN CONCRETE CURB, SOUTHWEST CORNER OF HARBURY AVENUE AND HEALY ROAD
GEOIDIC ELEVATION: 271.504 Meters

- LEGEND**
- 129 DEDUCTS LOT NUMBERS
 - 273 SANITARY MANHOLE
 - 274 STORM MANHOLE
 - SANITARY SERVICE
 - STORM SERVICE
 - CATCH BASIN
 - PODS WITH HATCH CATCH BASIN
 - HOUSE SETBACK LIMITS / EASEMENTS
 - EXISTING DRAINAGE
 - WATER MAIN
 - FIRE WERHPUNT
 - WATER VALVE
 - PHASE LIMIT
 - PLAN & PROFILE DRAWING NUMBER



300mm SANITARY CLEANOUTS TO BE INSTALLED ON ALL SANITARY FEEDS. CLEANOUTS SHALL BE LOCATED 0.30m FROM THE P/L ON THE ROAD ALLOWANCE

CITY OF LONDON
DEVELOPMENT SERVICES DIVISION
ACCEPTED
2018-07-20

PODS IN PLACE W/IT STRUCTURE REFORCED MANHOLE AS PER SP20 880.101
31.5-3000x3000 BOX CLEANOUT-1.00m DIA 45° WINGS GULCH #1000.20

City of London
Development Services Division
INSPECTOR'S COPY

EXISTING SERVICES	DRAWING #, SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	REVISIONS	NO.	REVISIONS	DATE	CONTRIBUTOR	COMPLETION OR OTHER
					ISSUED FOR PERMIT	1	2018-07-20		MTE	
					ISSUED FOR PERMIT	2	2018-07-20		MTE	
					ISSUED FOR PERMIT	3	2018-07-20		MTE	
					ISSUED FOR PERMIT	4	2018-07-20		MTE	

MTE Engineers | Scientists | Surveyors

CORPORATION OF THE CITY OF LONDON
London CANADA

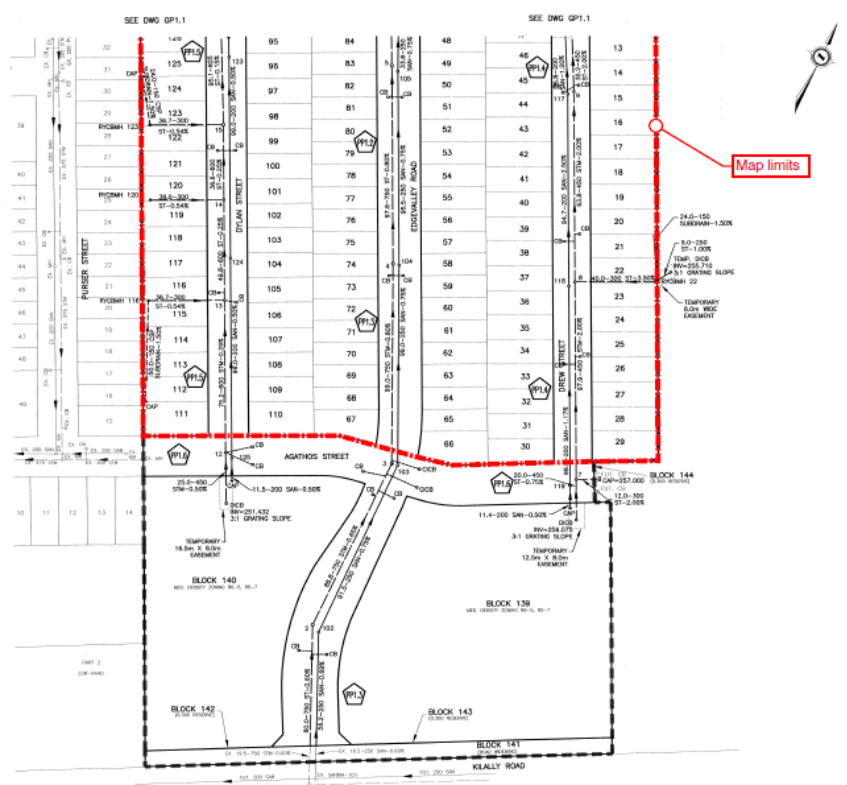
EDGE VALLEY SUBDIVISION
DREWLO HOLDINGS INC.
MASTER PLAN OF SERVICES
(North Section)

PROJECT NO. 42024-104
SHEET NO. GP1.1

DATE: 2018-07-20

SCALE: 1:1000

P:\P\42254\104\DWG\42254-104 GP1.DWG



Map limits

LEGEND

- 129 INDICATES LOT NUMBERS
- PTO SANITARY MANHOLE
- STORM MANHOLE
- SANITARY SEWER
- STORM SEWER
- CATCH BASIN
- INLET BULLET CATCH BASIN
- HOUSE SEWER EMITS / EXHAUSTERS
- COSTING DRAINAGE
- WATER MAIN
- FIRE HYDRANT
- WATER VALVE
- FRANCE LAMP
- PLAN & PREPARE DRAWING NUMBER

150mm SANITARY CLEVERETS TO BE INSTALLED ON ALL SANITARY PIPES. CLEVERETS SHALL BE LOCATED 0.30m FROM THE P.V. ON THE TRAIL ALLOWANCE.

- BENCHMARKS:**
- VERTICAL CONTROL MONUMENT 950-11 MONUMENT TYPE: CITY MARK IN CONCRETE LOCATION ON REAR SIDE OF 124th SOUTH OF KILALLY ROAD. BEING THE CENTRELINE OF BROWNE STREET SET IN THE CONCRETE CURB ON THE SOUTH SIDE OF AN ADJACENT DRIVE TO MONUMENT #400 GEODETIC ELEVATION: 244.424 METRES
 - VERTICAL CONTROL MONUMENT 960-10 MONUMENT TYPE: CITY MARK IN CONCRETE LOCATION ON PUBLIC ROAD, WEST SIDE OF THE CENTRELINE OF BROWNE STREET 124th SOUTH OF THE CENTRELINE OF KILALLY ROAD SET ON THE SECOND LEGGE OF A STONE WALL ON THE EAST SIDE OF A URINAL DRAIN. GEODETIC ELEVATION: 271.046 METRES
 - VERTICAL CONTROL MONUMENT 960-11 MONUMENT TYPE: CONCRETE CURB IN CONCRETE LOCATION IN CONCRETE CURB, SOUTHWEST CORNER OF HOBBY AVENUE AND KILALLY ROAD. GEODETIC ELEVATION: 246.896 METRES

PROFESOR
SERVICIUM
ACCEPTED
30/05/2010
PROFESOR
SERVICIUM

City of London
Infrastructure Services Division
INSPECTOR'S COPY

DRAWING SERVICES	DRAWING #	SOURCE	DATE	CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONGLAWNT
						SEWER	200	1	2010 FOR CITY REVIEW	04/04/10
						SEWER	200	2	2010 FOR THE SUBMISSION	04/04/10
						SEWER	200	3	2010 FOR THE SUBMISSION	04/04/10
						SEWER	200	4	2010 FOR THE SUBMISSION	04/04/10



EDGE VALLEY SUBDIVISION
DREWLO HOLDINGS INC.

MASTER PLAN OF SERVICES
(SOUTH SECTION)

REVISION BY
R. W. KANIBU
101050
JULY 23, 2010
City of London
Infrastructure Services Division

PROJECT NO.
42024-104

SHEET NO.
GP1.2

PLAN FILE NO.

Bill No. 65
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 900 Wilton Grove
Road

WHEREAS Blackbridge Property Inc. has applied to rezone an area of land located at 900 Wilton Grove 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 900 Wilton Grove Road, as shown on the attached map comprising part of Key Map No. A. 112, **FROM** a Light Industrial (LI2, LI3, LI7) Zone **TO** a Light Industrial Special Provision (LI2, LI3, LI7(_)) Zone.

2. Section Number 40.4 of the Light Industrial LI7 Zone is amended by adding the following Special Provisions:

LI7(_) 900 Wilton Grove Road

a. Additional Permitted Use:

i) Personal Service Establishment

b. Regulations

i) Total Gross Floor Area 40m² (430.5ft²)
for Personal Service
Establishment
(Maximum)

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 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.

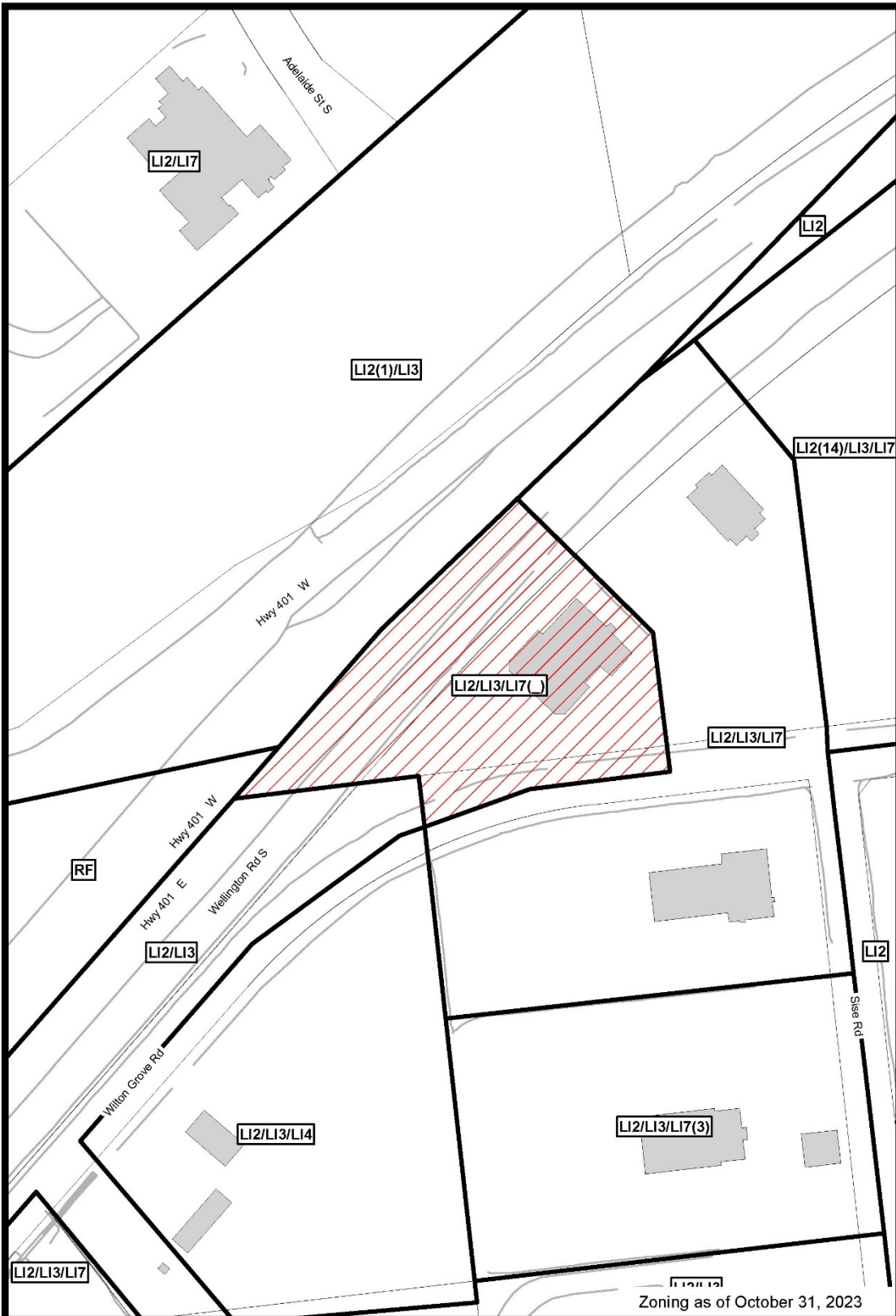
PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.



Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9677 Planner: CC Date Prepared: 2023/12/06 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters</p> <p></p>
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Geodatabase

Bill No. 66
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 3502 Manning Drive

WHEREAS City of London has applied to rezone an area of land located
at 3502 Manning Drive, as shown on the map attached to this by-law, as set out below;

WHEREAS upon approval of Official Plan Amendment Numbers _____ and
_____ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 3502 Manning Drive, as shown on the attached map
comprising part of Key Map No. A115, from an Agricultural (AG2) Zone to an Open
Space (OS5) Zone; and to change the zoning of a portion of the subject property from
an Agricultural (AG2) Zone to a Waste & Resource Management (WRM1) Zone.

2. 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.

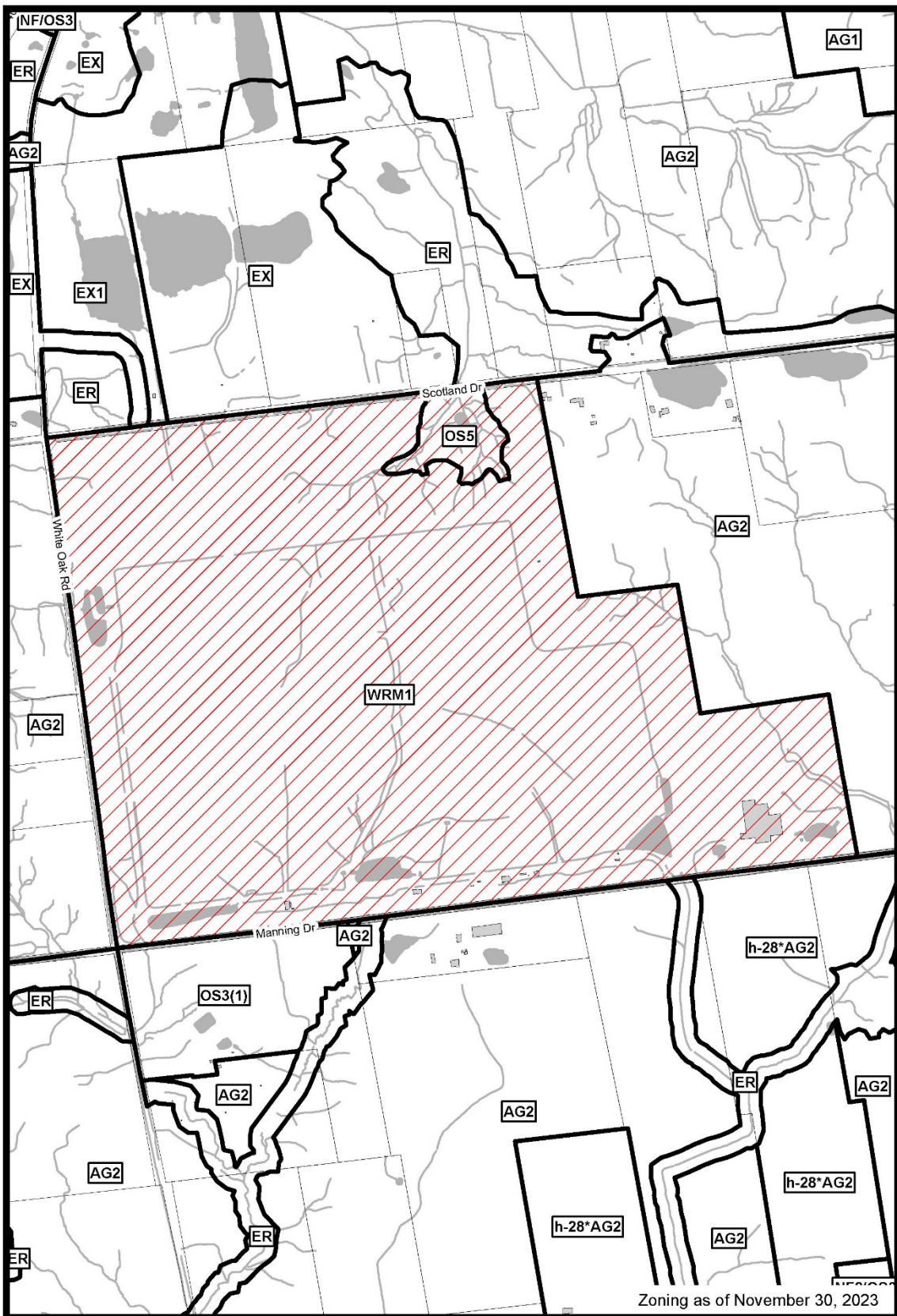
PASSED in Open Council on February 13, 2024, subject to the provisions
of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of November 30, 2023

File Number: OZ-9674
 Planner: BH
 Date Prepared: 2023/12/14
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE



1:12,250

0 62.5 125 250 375 500 Meters



Geodatabase

Bill No. 67
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 4366 Colonel Talbot
Road

WHEREAS Lambeth Health Organization Inc. has applied to rezone an
area of land located at 4366 Colonel Talbot Road, as shown on the map attached to this
by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 4366 Colonel Talbot Road, as shown on the attached map
comprising part of Key Map No. A114, **FROM** a holding Arterial Commercial (h-17*h-
18*h-124*AC2) Zone **TO** a Business District Commercial Special Provision (BDC(_))
Zone.

2. Section Number 25.4 of the Business District Commercial (BDC) Zone is
amended by adding the following Special Provisions:

BDC() 4366 Colonel Talbot Road

a) Additional Permitted Uses:

i) Drive-Through Facility

b) Regulations:

i) Front Yard Depth 1.0 metres (3.2 feet)
(Minimum)

ii) A landscape buffer shall be provided between a drive-through
lane and adjacent properties as follows:

Rear Yard Depth 3.0 metres (9.8 feet)
(minimum)

North Interior Side Yard Depth 1.5 metres (4.9 feet)
(minimum)

iii) Landscaped Open Space 15
(Maximum %)

iv) Gross Floor Area Restaurants 250m²
(Maximum)

v) Stacking Spaces - Drive-through 8 spaces
fully internal to the site with no
ingress/egress from Colonel Talbot Road
(minimum)

vi) Stacking Spaces – Drive-through 10 spaces
with ingress/egress from Colonel Tablot Road
(minimum)

vii) Notwithstanding Section 4.18.2.b) of Zoning Bylaw, outdoor
patios associated with a restaurant may be permitted in the front
and/or south interior side yard.

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 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.

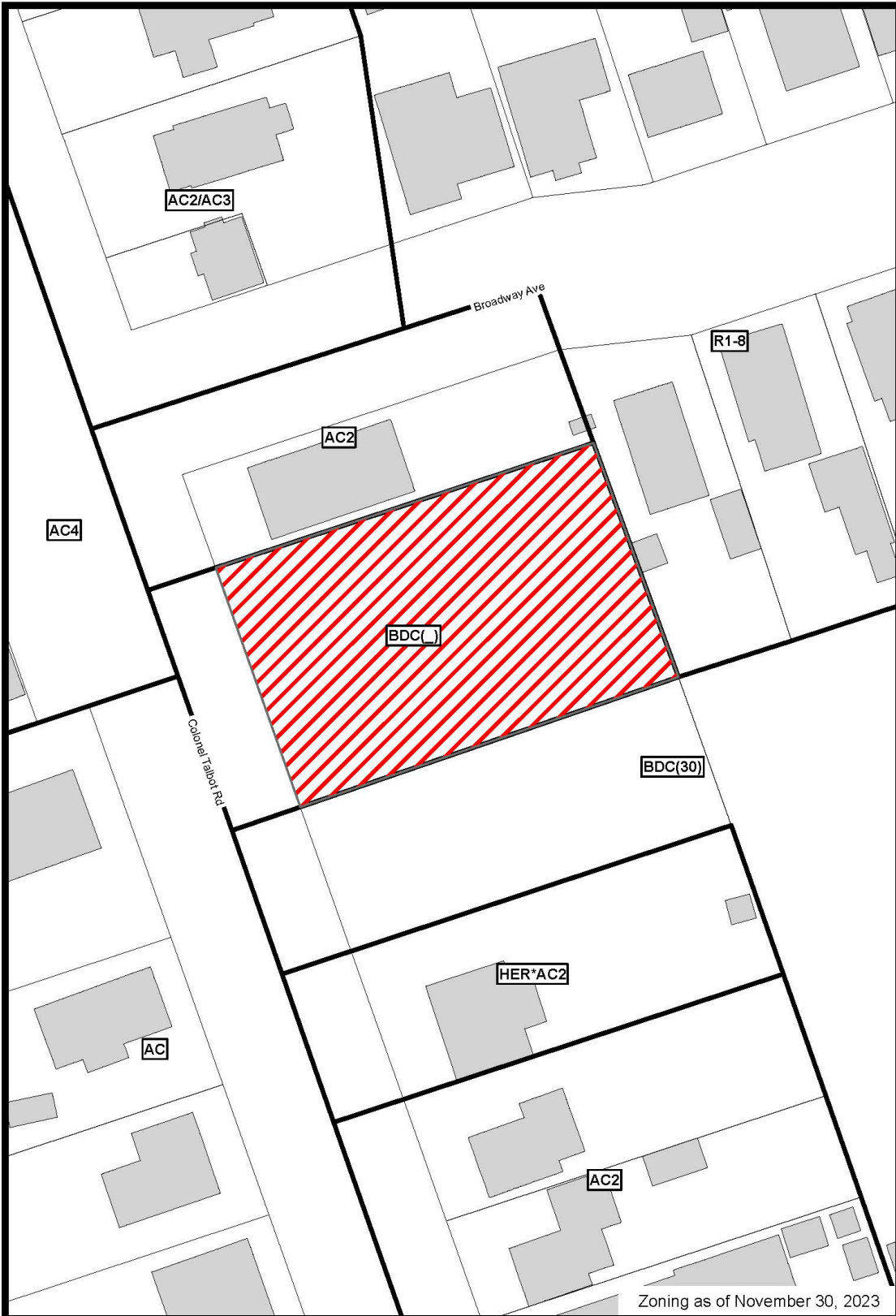
PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor


Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: Z-9676
Planner: MH
Date Prepared: 2023/12/18
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:600

0 3 6 12 18 24 Meters



Geodatabase

Bill No. 68
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to modify
Section 2 and Section 4

WHEREAS this application conforms to the Official Plan;

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

1. Section 2 is amended by adding the definition for “Obligated Organization”
to include the following:

“OBLIGATED ORGANIZATION” means the Government of Ontario, the
Legislative Assembly, a designated public sector organization, a large
organization, and a small organization, as outlined in the Accessibility for
Ontarians with Disabilities Act (AODA).

2. Section 2 is amended by adding the definition for “Major Street” to include
the following:

“MAJOR STREET” means an Arterial Road, and a Rapid Transit Boulevard, Civic
Boulevard, Urban Thoroughfare, or Main Street as identified in The London Plan.

3. Section 2 is amended by adding the definition for ‘Access Control
Reserve’ to include the following:

“ACCESS CONTROL RESERVE” means a municipally-owned parcel of land
used to control access to a right of way. For the purpose of this by-law an access
control reserve shall not be considered as a lot.

4. Section 2 is amended by modifying part b) of the definition of ‘Lot’ and
replacing it with the following:

b) fronts an open street and is a separate parcel of land without any adjoining
lands being owned by the same owner or owners as at the date of the passing of
this By-Law, but does not include an ACCESS CONTROL RESERVE; or

5. Section 2 is amended by modifying the definition of ‘Clinic’ to remove
exclusions of overnight stays, replacing it with the following:

“CLINIC” means a building or part thereof, other than a hospital, used by medical
doctors, dentists, optometrists, podiatrists, chiropractors and/or drugless
practitioners, the practice of health discipline, radiological technicians, registered
psychologists and their staff for the purpose of public or private medical, surgical,
physiotherapeutic or human health and may include administrative offices,
waiting rooms, treatment rooms, laboratories, ophthalmic dispensers,
pharmacies, blood donor facilities, specimen collection centres and dispensaries
directly associated with the facility, and does not include a CLINIC,
METHADONE.”

6. Section 2 is amended by modifying the definition of ‘Clinic, Outpatient’ to
remove exclusions of overnight stays, replacing it with the following:

“CLINIC, OUTPATIENT” means a clinic where day surgery and medical
treatment is performed.

7. Section 2 is amended by modifying the definition of ‘Shipping Container’ to
exclude shipping containers modified to be used as habitable space by replacing it with
the following:

“SHIPPING CONTAINER” means a pre-manufactured (primarily of metal) box that is designed to facilitate the transportation of goods by one or more means of transportation and includes (but is not limited to) intermodal shipping containers and transport box trailers, and does not include containers that have been modified to be used as habitable space.

8. Section 2 is amended by modifying the definition of ‘Public Use’ to include municipally-established organizations in the list of bodies considered as public uses by replacing it with the following:

"PUBLIC USE", when used in reference to a building, structure, use or lot, means a building, structure, use or lot used by a public agency to provide a service to the public. Public agencies comprise:

- a) the Government of Canada, the Government of Ontario, or a municipal corporation;
- b) any ministry, department, commission, authority, board or agency established by the Government of Canada, or the Government of Ontario, or a municipality;
- c) any public utility, or (Z.-1-051390)

9. Section 4.1 is amended by modifying 4.1 2) to exclude a mention of main farm dwellings, replacing it with the following:

2) LOT COVERAGE

The total lot coverage of all accessory buildings or structures on a lot shall not exceed 10 percent (10%) of the lot area of the said lot. In agricultural zones the size of accessory buildings is limited to 25% of the size of the dwelling excluding main farm buildings such as barns, greenhouses, stables and driving sheds. The percent coverage's of accessory buildings and structures are included in the percentage total coverage permitted on a lot.

10. Section 4.1 is amended by modifying 4.1 4) to clarify the required yards, replacing 4.1 4) a), b), and d) with the following:

4) LOT REQUIREMENTS OR LOCATION

Accessory buildings or structures are permitted in the following locations: (Z.-1-051390)

- a) no accessory building or structure shall be permitted within a required front yard or the required exterior side yard;
- b) when such accessory building or structure is within a residential zone and is located in an interior side yard or a rear yard, it shall be no closer than 0.6 metres (2.0 feet) to the side lot line and rear lot line. Where the height exceeds 4.0 metres (13.1 feet) but in no case more than 6 metres (19.7 feet), the side and rear lot line setback shall be increased by the difference in the height above 4.0 metres (13.1 feet);
- d) when such accessory building or structure is wholly or partly located in an exterior side yard, or a rear yard abutting a street, the minimum setback shall not be less than the required exterior side yard setback for the zone in which the lot is located;

11. Section 4.9 is amended by modifying the current regulation to exclude outdoor rooftop amenity space, by replacing it with the following:

Any height limitations of this By-Law shall not apply to place of worship spires, belfries, cupolas, mechanical penthouses, outdoor rooftop amenity space and domes which are not used for human occupancy; nor to chimneys, ventilators, skylights, water tanks, solar collectors, windmills, bulkheads, hydro, radio,

television or microwave towers and antenna and similar features or necessary mechanical appurtenances or electrical supply facilities usually situated above the roof level; nor to any industrial apparatus such as silos, cracking towers, or conveyors; nor any main agricultural buildings or structures, such as barns, grain elevators and storage bins, grain dryers or windmills. Such features, however, shall be erected only to such height as is necessary to accomplish the purpose they are to serve.

12. Section 4.19 is amended by modifying 4.19 6) b) and replacing it with the following:

- b) For uses subject to site plan control, the driveway widths shall be determined in the site plan approval process and agreement. For uses other than those described in Subsection 4.19(6)(a) and not subject to site plan approval, parking aisles shall have a minimum unobstructed width of 6.5m, driveways shall have a minimum unobstructed width of 6.0 metres where two-way traffic is permitted and 3.0 metres (9.8 feet) where only one-way direction of traffic flow is permitted and is clearly indicated by signs, pavement markings or both but does not apply to stacked parking.

The minimum unobstructed width for driveways leading to a rear yard parking area for residential uses less than five (5) units is 3.0 metres, except where the property is accessed from an arterial road (major street), in which case a minimum driveway width of 6.0 metres is required.

13. Section 4.19 is amended by modifying two references in the table to “Mental / Dental” changing it to “Medical / Dental” 4.19 10) b).

14. Section 4.19 is amended by modifying 4.19 10) c) to include reference to obligated organizations under the AODA, replacing it with the following:

- c) Accessible parking spaces

Where parking spaces are provided, in any development owned and maintained by an obligated organization under the Accessibility for Ontarians with Disabilities Act, accessible parking spaces shall also be provided. Off street parking areas shall have a minimum number of accessible parking spaces as follows:

15. Section 4.19 is amended by modifying 4.19 14) a) i) to simplify bicycle parking requirements, replacing it with the following:

- a) Residential Development

- i) Apartment buildings and lodging houses with eleven or more residential units shall provide 0.9 long-term bicycle parking spaces per dwelling unit and 0.1 short-term bicycle spaces per unit.

16. Section 4.19 is amended by adding a new section on bicycle parking requirements for cluster dwellings, 4.19 14) a) iii), including the following:

- iii) Cluster single detached dwellings with eleven or more residential units, cluster townhouse dwellings with eleven or more residential units, and cluster stacked townhouse dwellings with eleven or more residential units, shall provide 0.1 short-term bicycle parking spaces per dwelling unit.

17. Section 4.19 is amended by modifying 4.19 14) b) i) to remove cluster and townhouse developments and simplify language, replacing it with the following:

- b) Residential Development Exemptions

- i) Notwithstanding clause 4.19.14.a) to the contrary, bicycle parking shall not be required for Conversions of existing space to

residential units, or where there are ten (10) or less residential units on a property.

18. Section 4.19 is amended by modifying two references in the table to “Mental / Dental” changing it to “Medical / Dental” 4.19 14) c).

19. Section 4.21 is amended by modifying the third column of the Street Classifications – Specific Roads Table to replace ‘Wager Road’ with ‘CN Rail Right of Way’, with the following:

STREET	FROM	TO	STREET CLASSIFICATION
Huron Street	Adelaide Street North	CN Rail Right of Way	Arterial

20. Section 4.23 is amended by deleting the existing text of 4.23.1. to reestablish minimum and maximum requirements for front and exterior side yard setbacks in the Primary Transit Area, replacing it with the following:

4.23.1 Front and Exterior Side Yard Setback

- a) The Maximum Front and Exterior Side Yard setbacks shall be established as follows:
 - i. 6.0 metres; for front and/or exterior side yards adjacent to arterial roads (major streets);
 - ii. the average setback of the two (2) closest residential buildings to the subject site oriented to the same street, within the same block, on the same side of the street;
 - iii. 6.0 metres; where the subject site is within a block with fewer than two (2) existing residential buildings;
 - iv. notwithstanding 4.23.1(a)i.,ii. and iii., where an existing building has a front yard setback and/or exterior side yard setback that is greater than the adjacent buildings, the existing front and/or exterior side yard setback shall be regarded as the maximum setback that applies to the building.
- b) The Minimum Front and Exterior Side Yard setbacks shall be established as follows:
 - i. 3.0 metres; for front and/or exterior side yards adjacent to arterial roads (major streets);
 - ii. The smallest Main Building setback of the four (4) closest residential buildings to the subject site oriented to the same street, within the same block, on the same side of the street, but never less than 1.0 metre;
 - iii. The minimum setback for a Private Garage shall be 6.0 metres, or the setback of the Main Building, whichever is greater.
 - iv. Notwithstanding 4.23.1 (b)i. and ii., where an existing building has a front yard setback and/or exterior side yard setback that is less than the adjacent buildings, the existing front and/or exterior side yard setback shall be regarded as the minimum setback that applies to the building.

21. Section 4.23 is amended by deleting the existing text of 4.23.2. to reestablish setback requirements for interior side yard setbacks in the Primary Transit Area and replacing it with the following:

4.23.2 Interior Side Yard Setbacks

- a) 1.2 metres minimum; where a private garage is attached and accessed from the front yard.
- b) Where parking is provided in the interior side or rear yard, and accessed from a driveway to the interior side yard, the minimum setback of the opposite side yard may be reduced to a minimum of 0.6 metres.
- c) Where parking is provided in the interior side or rear yard and accessed by a rear laneway or from an exterior side yard in the case of a corner property, interior side yard setbacks can be a minimum of 0.6 metres.

22. Section 4.23 is amended by deleting 4.23.3 Building Depth and renumbering the remaining subsections, as identified below in 23) and 24).

23. Section 4.23 is amended by modifying 4.23.4, renumbering it and adding the term 'attached garage', replacing it by the following:

4.23.3 Garage Width

The maximum residential attached garage width (interior walls) shall not exceed 4.0 metres or 50% of the building façade width, whichever is greater.

24. Section 4.23 is amended by modifying 4.23.5, renumbering it and including garage width, replacing it by the following:

4.23.4 Notwithstanding 4.23.1 and 4.23.3, where buildings are constructed on lots fronting onto a new street, the minimum and maximum front yard setback, exterior side yard setback, and garage width will be established by the underlying zone regulations.

25. Section 4.23 is amended by renumbering 4.23.5 to 4.23.4.

26. Section 4.24 is amended to clarify sight triangles by adding the following paragraph at the end of the section:

Where land is, or has been, dedicated as a sight triangle, the resulting lot fabric shall not act as a lot line for the purpose of setbacks, and will be interpreted as the relevant front, rear or exterior side yard, as measured from the mid-point of the dedication.

27. Section 4.27 is amended by modifying row (5) of the table by removing 'not exceeding one storey in height', replacing it with the following:

	Structure	Yards in Which Projection is Permitted	Maximum Projection Permitted into Required Yard Under Zone Regulations
(5)	Open or covered but unenclosed decks or porches	All	3.0 metres (9.8 feet) provided projection is no closer than 1.2 metres (3.9 feet) to lot line, except that where the lot line abuts an OS4 or OS5 Zone the projection shall be no closer than 3.0 metres (9.8 feet) to the lot line.

28. 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.

29. 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.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Bill No. 69
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to modify
Section 2, Section 4, Section 5, Section 6,
Section 7, and Section 8

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1. Section 2 is amended by revising the existing definition for 'Additional Residential Unit' and replacing it with the following:

“ADDITIONAL RESIDENTIAL UNIT” means a dwelling unit permitted in addition to a primary dwelling unit, in which food preparation, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants thereof. The creation of additional residential unit(s) does not change the primary dwelling into any other type of residential building. (Z.-1-212896 deleted and replaced by Z.-1-233111)

2. Section 2 is amended by adding definition for 'Detached Additional Residential Unit' to include the following:

“DETACHED ADDITIONAL RESIDENTIAL UNIT” means a dwelling unit located within an accessory building permitted in addition to a primary dwelling unit, in which food preparation, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants thereof. The creation of additional residential unit(s) does not change the primary dwelling into any other type of residential building. (Z.-1-212896 deleted and replaced by Z.-1-233111)

3. Section 2, Figure 2 is amended by modifying the note to clarify relevance to accessory buildings that include additional residential unit(s) and replacing it with:

NOTE: THE ABOVE ILLUSTRATIONS ARE FOR CLARIFICATION AND CONVENIENCE ONLY AND DO NOT FORM PART OF THIS BY-LAW. PLEASE ALSO REFER TO THE DEFINITIONS AND GENERAL PROVISIONS OF THIS BY-LAW. THESE ILLUSTRATIONS DO NOT APPLY TO ACCESSORY BUILDINGS EXCEPT FOR ACCESSORY BUILDINGS THAT INCLUDE ADDITIONAL RESIDENTIAL UNIT(S).

4. Section 4.1 is amended by adding a section pointer clause under 4.1.7 to include the following:

7) Detached Additional Residential Units will not be subject to the general provisions subsections 4.1(2), 4.1(3), or 4.1(4), but rather, shall comply with the provisions of Section 4.37 (Additional Residential Units) of this By-law.

5. Section 4.19 is amended by adding a provision to permit front yard parking when an attached garage has been converted under 4.19.4c(c) to include the following:

(c) Notwithstanding 4.19 4) c) (b) above, where an attached garage is converted to habitable space for the purpose of additional residential unit(s), front yard parking may be permitted in the location of the existing driveway leading to the former parking space(s) within the garage, and shall not be widened beyond that location.

6. Section 4.26 is amended by adding additional residential units and defining permitted zones to include the following:

Additional Residential Units	All Zones except for any Agricultural (AG) Zone, Urban Reserve (UR) Zone, Open Space (OS) Zone, Light Industrial (LI) Zone, General Industrial (GI) Zone, Heavy Industrial (HI) Zone, Environmental Review (ER) Zone	4.37
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7. Section 4.37 is amended by revising 4.37.1 to define permitted zones and permit duplex, triplex, and converted dwellings and replacing it with the following:

1) Permitted Zones

Additional residential units shall be permitted within any zone, except for an Agricultural (AG) Zone, Urban Reserve (UR) Zone, Open Space (OS) Zone, Light Industrial (LI) Zone, General Industrial (GI) Zone, Heavy Industrial (HI) Zone, or Environmental Review (ER) Zone in association with the following uses, if permitted:

- a. Single detached dwellings
- b. Semi-detached dwellings
- c. Street townhouse dwellings
- d. Duplex dwellings
- e. Triplex dwellings
- f. Converted dwellings

8. Section 4.37 is amended by revising 4.37.2 to remove number of ARUs permitted within an accessory building and include reference to a four unit per lot maximum and replacing it with the following:

2) Number of Additional Residential Units per Lot

A maximum of three (3) additional residential units shall be permitted up to a total combined maximum of four (4) dwelling units per lot.

9. Section 4.37.4 is amended by deleting the current subsection and replacing it with the following:

4) Detached Additional Residential Units

a. A maximum of two (2) additional residential units on a lot may be permitted within a maximum of one (1) accessory building per lot.

b. A detached additional residential unit may only be permitted in the rear yard or interior side yard.

c. The height of an accessory building containing additional residential unit(s) shall be measured in accordance with the definition of "Building Height" in Section 2 of this By-law and shall not exceed 6.0 metres (19.7 feet).

d. A minimum rear yard setback of 3.0 metres (9.8 feet) shall apply.

e. The interior side yard setback shall be the greater of:

- 1. The underlying zone, or
- 2. 1.2 metres (3.94 feet), except where windows are facing a shared lot line 3.0 metres (9.8 feet) shall apply

f. A detached additional residential unit shall be part of the maximum coverage for the underlying zone, where applicable.

g. A detached additional residential unit shall be connected to municipal services.

10. Section 5, Table 5.3 is amended by adding a defined maximum number of units per lot to all R1 zone variations to include the following:

19	NUMBER OF UNITS PER LOT MAXIMUM	4
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11. Section 6, Table 6.3 is amended by revising the maximum number of units per lot for all R2 zone variations to include the following:

17	NUMBER OF UNITS PER LOT MAXIMUM	4
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12. Section 7, Table 7.3 is amended by revising the maximum number of units per lot for all R3 zone variations, except converted dwellings in R3-1, R3-2, and R3-3, to include the following:

Residential Type	Single Detached			Semi-Detached			Duplex			Triplexes and Fourplexes			Converted			Single Detached	Semi-Detached	Duplex	Triplex	Converted
	R3-1	R3-2	R3-3	R3-1	R3-2	R3-3	R3-1	R3-2	R3-3	R3-1	R3-2	R3-3	R3-1	R3-2	R3-3					
Zone Variations	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	R3-4				
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3					
Number of Units Per Lot Maximum	4												See Section 7.3(3)			4				

13. Section 8, Table 8.3 is amended by adding a defined maximum number of units per lot for all R4 zone variations to include the following:

Number of Units per Lot Maximum	4
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14. 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.

15. 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.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Bill No. 70
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to modify
Section 2 and Subsection 4.37.5

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1. Section 2 is amended by deleting reference to Near Campus bedroom limit under the ' Dwelling ' definition and replacing it with the following:

a) "APARTMENT BUILDING" means a building or existing non-residential building that is divided horizontally and/or vertically into five or more separate dwelling units but does not include a converted dwelling or townhouse dwelling. (Z.-1-98604)

e) "CONVERTED DWELLING" means an existing dwelling constructed as a single, semi-detached, duplex or triplex dwelling on an existing lot prior to July 1, 1993 in which the number of dwelling units has been increased without significant alteration to the exterior of the building except for non-leasable floor such as fire escapes, stairwells and entrances to a maximum of 10 percent (10%) of the dwelling or 30.0 square metres, whichever is the lesser.

f) "DUPLEX DWELLING" means a building that is divided horizontally into two separate dwelling units but does not include a converted dwelling.(Z.-198604)

h) "FOURPLEX DWELLING" means a building that is divided horizontally and/or vertically into four separate dwelling units but does not include a converted dwelling or a townhouse dwelling.(Z.-1-93173) (Z.-1-98604)

n) "SEMI-DETACHED DWELLING" means a building which contains two single dwellings units which are attached vertically by a common wall.(O.M.B. File #R910387 - Appeal #9003-1, 9006-1 June 4, 1993) (Z.-1-98604)

r) "STACKED TOWNHOUSE" means a building designed to contain three or more dwelling units attached side by side, two units high, with each dwelling unit having a private entrance to grade level and a private open space area of any upper unit may utilize a portion of the roof of any lower unit.

s) "STREET TOWNHOUSE" means a townhouse with each unit on a separate lot and having legal frontage on a public street.

t) "TOWNHOUSE" means a building divided vertically into three or more attached dwelling units by common walls extending from the base of the foundation to the roof line, each dwelling unit having a separate entrance at grade, and so located on a lot that individual units may not have legal frontage on a public street.

u) "TRIPLEX DWELLING" means a building that is divided horizontally and/or vertically into three separate dwelling units but does not include a converted dwelling or a townhouse dwelling.(Z.-1-98604)

2. Section 2 is amended by revising the existing definition for ' Dwelling Unit ' and replacing it with the following:

"DWELLING UNIT" means a single room or a series of rooms of complementary use which is located in a building, in which food preparation, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants thereof, which has a private entrance directly from outside the building

or from a common hallway inside the building, in which all occupants have access to all of the habitable areas and facilities of the unit, and which is occupied and used or capable of being occupied and used as a single and independent housekeeping establishment. Within Near Campus Neighbourhoods, as illustrated in Figure 4.36, a dwelling unit shall contain no more than five bedrooms.

3. Subsection 4.37.5 is amended by deleting the bedroom limit and replacing it with the following:

Within Near Campus Neighbourhoods, as illustrated in Figure 4.36, the combined total number of bedrooms permitted for the primary dwelling unit(s) and additional residential unit(s) shall increase by one (1) following the creation of one (1) additional residential unit up to a total of three (3) additional bedrooms and three (3) additional residential units.

4. 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.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

Bill No. 71
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 1310 Adelaide Street
North and 795 Windermere Road

WHEREAS Royal Premier Development has applied to rezone an area of land located at 1310 Adelaide Street North and 795 Windermere Road, as shown on the map attached to this by-law, as set out below;

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1310 Adelaide Street North and 795 Windermere Road, as shown on the attached map comprising part of Key Map No. A103, **FROM** an Open Space Special Provision (OS4(2)) Zone **TO** a Holding Open Space Special Provision (h-18*OS4(_)) Zone.

2. Section Number 36.4 of the Open Space Zone is amended by adding the following Special Provisions:

OS4 () 1310 Adelaide Street North and 795 Windermere Road

a. Permitted Uses:

- i. Bake shops
- ii. Convenience store
- iii. Commercial recreation establishment
- iv. Financial institutions
- v. Food stores
- vi. Personal service establishments
- vii. Retail stores
- viii. One (1) Restaurant, with a drive thru facility

b. Regulations:

- i. Gross floor area (Maximum): 976 square metres (10,505.6 sq.ft.)
- ii. Parking (Maximum): 33 spaces

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 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.

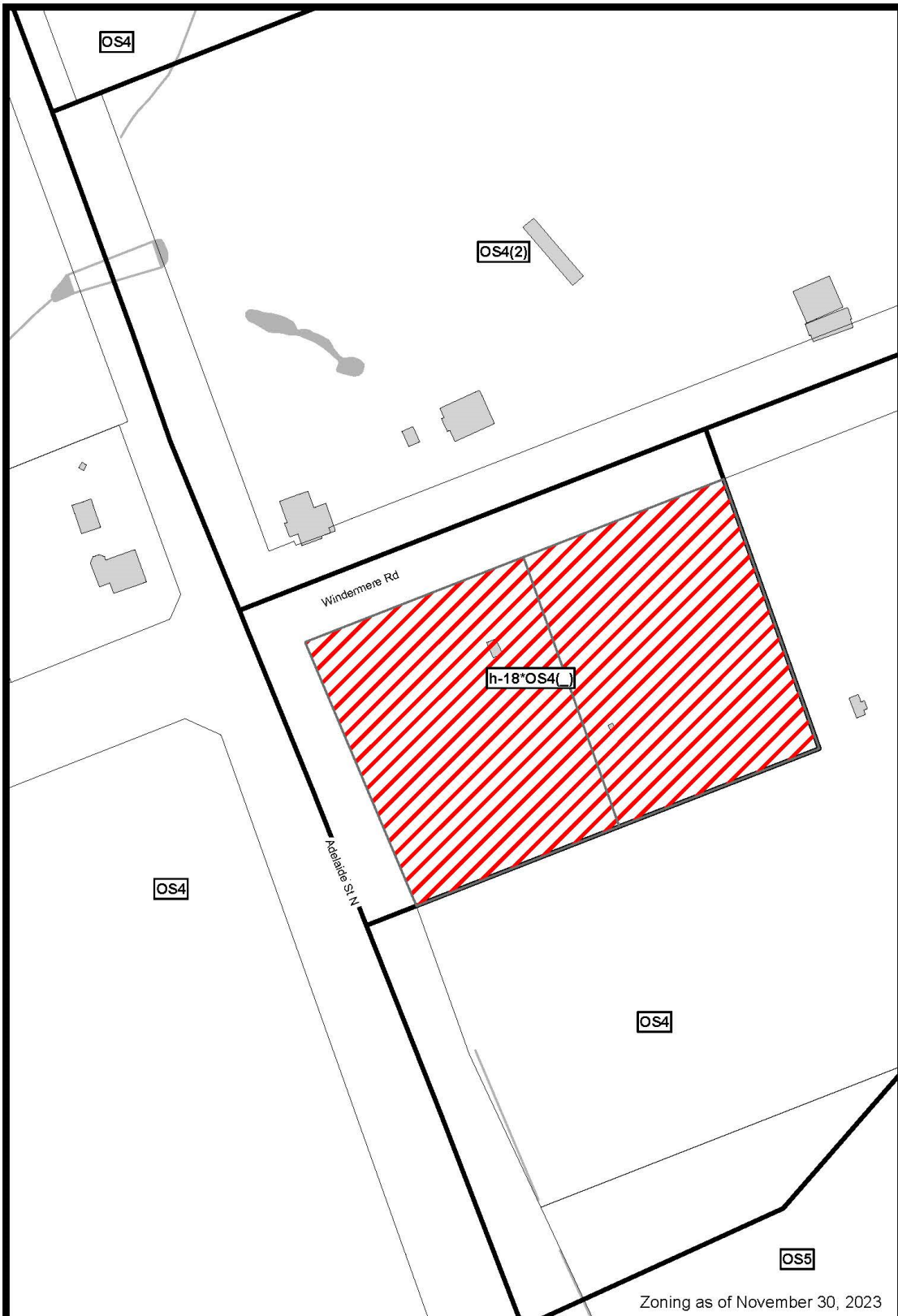
PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading – February 13, 2024

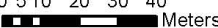
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



File Number: OZ-8709
Planner: NP
Date Prepared: 2023/12/19
Technician: JI
By-Law No: Z-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40
 Meters



Geodatabase

Bill No. 72
2024

By-law No. DR-

A by-law to provide for Drainage Works in the
City of London (Construction of the Jenkens
Municipal Drain)

WHEREAS the Municipal Council of The Corporation of the City of London appointed Spriet Associates Ltd, pursuant to section 4 of the *Drainage Act*, R.S.O. 1990, c. D.17, to prepare a report on the construction of the Jenkens Municipal Drain;

AND WHEREAS the Municipal Council of The Corporation of the City of London at its meeting January 30, 2024 adopted the Consulting Engineers' report dated October 12, 2023.

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

1. The report dated October 12, 2023 is hereby adopted and the undertaking and completion of the drainage works outlined in the report are hereby authorized.
2. The allowances in connection with this drainage works set out in Schedule "A" attached to this by-law are hereby approved.
3. The cost estimates for the drainage work set out in Schedule "B" attached to this by-law are hereby approved.
4. The assessments for construction for this drainage works set out in Schedule "C" attached to this by-law are hereby approved and shall be levied upon the lands, including roads, listed in Schedule "C" of this by law.
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 subject to the provisions of PART VI.1
of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 13, 2024
Second Reading – February 13, 2024
Third Reading –

SCHEDULE 'A' - ALLOWANCES

JENKENS DRAIN 2023

City of London

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<i>Geographic Westminster</i>					
2	8	080-030-029 (Mt. Elgin Dairy Farms Ltd.)	\$ 2,550.00	\$ 3,110.00	\$ 5,660.00
2	W½ 7	080-030-030 (Mt. Elgin Dairy Farms Ltd.)	1,640.00	2,000.00	3,640.00
2	E½ 7 & 6	080-030-031-02 (London Dairy Farms Ltd.)	4,790.00	5,850.00	10,640.00
Total Allowances			\$ 8,980.00	\$ 10,960.00	\$ 19,940.00
TOTAL ALLOWANCES ON THE JENKENS DRAIN 2023					\$ 19,940.00

SCHEDULE 'B' - COST ESTIMATE

JENKENS DRAIN 2023

City of London

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

CONSTRUCTION

Mobilization of equipment	\$ 1,500.00
Supply & install 6 meters of 600mm dia., H.D.P.E. plastic sewer pipe including rodent gate and quarry stone rip-rap protection around pipe and end of ditch (Approximately 3m ³ quarry stone req'd)	\$ 2,680.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints	
20 meters of 250mm dia. concrete tile (catchbasin leads)	\$ 520.00
30 meters of 300mm dia. concrete tile	\$ 810.00
32 meters of 350mm dia. concrete tile 2000D	\$ 1,310.00
174 meters of 400mm dia. concrete tile 2000D	\$ 6,290.00
150 meters of 400mm dia. concrete tile 2400D	\$ 5,420.00
6 meters of 450mm dia. concrete tile (catchbasin lead)	\$ 190.00
112 meters of 450mm dia. concrete tile (2000D)	\$ 4,210.00
19 meters of 600mm dia. concrete tile (2400D)	\$ 1,010.00
432 meters of 600mm dia. concrete tile	\$ 18,630.00
Supply of the above listed tile	\$ 57,120.00
Sta. 0+500 to Sta. 0+640	
Construct working platform at lower elevation for wheel machine to install concrete tile and backfill upon completion (approx. 620 m ³ excavation)	\$ 9,600.00
Supply & Installation of the following HDPE sewer pipe (with rubber gaskets) including supply, installation and compaction of bedding and backfill materials	
6 meters of 450mm dia. sewer pipe and two 11 degree elbows	\$ 1,320.00
Supply of the above listed sewer pipe	\$ 1,560.00
Contingency amount for increased cost due to poor soil conditions:	
Installation of tile on crushed stone bedding with excavator (300 meters)	\$ 10,500.00
Supply & delivery of 19mm crushed (Approx. 120 tonnes req'd)	\$ 4,200.00
Strip, stockpile and relevel topsoil from tile trench where required (277m)	
Relevel existing stockpiled topsoil over working space (583m) (4m wide) specified on drawings	\$ 6,330.00
8.0 meters of 600mm sewer pipe	
Supply	\$ 1,280.00
Installation under laneway by open cut	\$ 2,560.00

SCHEDULE 'B' - COST ESTIMATE (Cont.)

JENKENS DRAIN 2023
City of London

CONSTRUCTION (Cont.)

19.0 meters of 762mm dia., 9.5mm thickness smooth wall steel pipe		
Supply		\$ 9,000.00
Installation under Old Victoria Road by boring		\$ 25,950.00
Disconnect exist. 250mm± subsurface road crossing and fill with cement grout		\$ 3,800.00
26.0 meters of 450mm sewer pipe		
Supply		\$ 2,600.00
Installation under laneway by open cut		\$ 8,060.00
8.0 meters of 375mm sewer pipe		
Supply		\$ 600.00
Installation under laneway by open cut		\$ 2,560.00
Supply and install one 900mm x 1200mm and two 600mm x 600mm standard catchbasins, including grates, removal and disposal of existing catchbasin		\$ 10,300.00
Supply and install 1500mm dia. manhole with benching at Sta 0+484		\$ 13,100.00
Exposing and locating existing tile drains	(construction)	\$ 940.00
Exposing and locating existing utilities	(report)	\$ 2,200.00
	(construction)	\$ 2,500.00
Tile connections as noted on plan including fittings		\$ 2,000.00
Contract security financing		\$ 3,320.00
Tile connections and contingencies		\$ 12,000.00
Allowances under Sections 29 & 30 of the Drainage Act		\$ 19,940.00

ADMINISTRATION

Conservation Authority Review Fee		\$ 900.00
Interest and Net Harmonized Sales Tax		\$ 5,045.00
Survey, Plan and Final Report		\$ 38,775.00
Expenses		\$ 270.00
Supervision and Final Inspection		\$ <u>12,000.00</u>

TOTAL ESTIMATED COST **\$ 312,900.00**

SCHEDULE ' C ' - ASSESSMENT FOR CONSTRUCTION

JENKENS DRAIN 2023

City of London

Job No. 222125

October 12, 2023

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	SPECIAL BENEI	BENEFIT	OUTLET	TOTAL		
<i>Geographic Westminster</i>									
2	8	4.1	080-030-029 (Mt. Elgin Dairy Farms Ltd.)	\$	3,470.00	\$ 1,165.00	\$ 4,635.00		
2	W½ 7	8.9	080-030-030 (Mt. Elgin Dairy Farms Ltd.)		51,520.00	4,439.00	55,959.00		
2	E½ 7 & 6	28.6	080-030-031-02 (London Dairy Farms Ltd.)		56,250.00	52,087.00	108,337.00		
2	W½ 5	4.8	080-030-031-05 (Bruynland Farm Inc.)			12,751.00	12,751.00		
TOTAL ASSESSMENT ON LANDS				\$	\$ 111,240.00	\$ 70,442.00	\$ 181,682.00		
Old Victoria Road				1.2	City of London	\$	\$ 5,650.00	\$ 2,929.00	\$ 8,579.00
Wilton Grove Road				1.7	City of London	5,343.00	14,760.00	12,626.00	32,729.00
TOTAL ASSESSMENT ON ROADS				\$	5,343.00	\$ 20,410.00	\$ 15,555.00	\$ 41,308.00	
SPECIAL ASSESSMENT against the City of London for the increased cost of boring a 762mm smooth wall pipe under Old Victoria Road							\$ 42,380.00		
SPECIAL ASSESSMENT against the Bell for the increased of locating and exposing their fibre optic cables on Old Victoria Road							\$ 1,755.00		
SPECIAL ASSESSMENT against Enbridge Gas for the increased of locating and exposing their 50mm plastic gasmain on Old Victoria Road							\$ 1,755.00		
SPECIAL ASSESSMENT against the City of London for a portion of the theoretical cost of boring under Old Victoria Road south in the natural route of the Jenkens Drain							\$ 19,200.00		
SPECIAL ASSESSMENT against the City of London for a portion of the theoretical cost of boring under Wilton Grove Road in the natural route of the Jenkens Drain							\$ 22,200.00		
SPECIAL ASSESSMENT against 080-030-031-02 (London Dairy Farms Ltd.) for the increased of locating and exposing their gas & water services							\$ 2,620.00		
TOTAL ASSESSMENT ON THE JENKENS DRAIN 2023							\$ 312,900.00		