



Council Agenda Including Addeds

6th Meeting of City Council

March 5, 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 Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose in connection with the property located at 39 Carfrae Street. (6.1/4/PEC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/4/CSC)

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

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

by or on behalf of the municipality. (6.2/4/CSC)

4.4 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose regarding the regulation of the display of graphic images. (6.1/4/CPSC)

4.5 Security of Property

A matter pertaining to the security of the property of the municipality or local board. (6.1/1/AC)

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

5.1 4th Meeting held on February 13, 2024

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6. Communications and Petitions

6.1 1494 Commissioners Road West (Z-9689)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #8 (3.3) of the 4th Report of the Planning and Environment Committee)

1. A. Drost

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2. S. Rasanu, SBM Ltd.

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6.2 Regulation of the Display of Graphic Images

(Refer to the Community and Protective Services Stage for Consideration with Item #4 (4.1) of the 4th Report of the Community and Protective Services Committee)

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

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

1. J. Schadenberg, Executive Director, 4LifeLondon

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2. A. Freedom

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3. I. Freedom

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4. K. Dean, Co-Founder, Viewer Discretion Legislation Coalition

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5. (ADDED) B. Couto

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6. (ADDED) D. Ronson, Board Director, and J. Arthur Executive Director - Abortion Rights Coalition of Canada

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7. (ADDED) M. Penney

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8. (ADDED) D. Ronson

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5. (4.3) Downtown Closed Circuit Television Program - KPMG
6. (4.4) Audit Planning Report - KPMG

8.6 5th Special Report of the Corporate Services Committee

8.7 6th Special Report of the Strategic Priorities and Policy Committee

9. Added Reports

9.1 6th Report of Council in Closed Session

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11. Enquiries

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13. By-laws

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13.15	Bill No. 88 By-law No. S.-____-____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South, south of Bradley Avenue West) (Chief Surveyor – for road dedication purposes pursuant to SPA22-021)	222
13.16	Bill No. 89 By-law No. W.-5683(____)-____ A by-law to amend by-law No. W.-5683-100 entitled, “A by-law to authorize the East London Link – Construction Rapid Transit (Project RT1430-3A)” (2.5/3/CWC)	224

13.17	Bill No. 90 By-law No. W.-_____-_____ A by-law to authorize project RT1430-1A – Wellington Gateway (South) Construction Rapid Transit. (2.6/3/CWC)	225
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13.21	Bill No. 94 By-law No. DR-_____-_____ A by-law to provide for Drainage Works in the City of London (Construction of the Gold Seal & Fournie Municipal Drains) (3.2/4/CWC) (First and Second Reading Only)	233

14. Adjournment



Council Minutes

4th Meeting of City Council
February 13, 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, M. Butlin, S. Corman, K. Dickins, C. Dooling, P. Ladouceur, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor, J. Wills.

Remote Attendance: E. Bennett, C. Cooper, E. Hunt, J. Raycroft

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor A. Hopkins discloses a pecuniary interest in item 13, clause 3.8 of the 3rd Report of the Planning and Environment Committee having to do with City-Wide 5-Bedroom Limits and Increased Permissions for Additional Residential Units (OZ-9661) by indicating that her son owns a rental property.

At 1:04 PM, Councillor S. Trosow enters the meeting.

At 1:06 PM, Councillor P. Van Meerbergen enters the meeting.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: S. Franke

Seconded by: D. Ferreira

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

4.1 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice 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)

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 1:09 PM to 1:14 PM.

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

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

That the Minutes of the 2nd Meeting and 3rd Special Meeting of the Municipal Council, held on January 23, 2024, and January 31, 2024, respectively, 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. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

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

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

6.1 4366 Colonel Talbot Road (Z-9676)

1. K. Barlett
2. M. Scott and F. Scott

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

1. D. Bartlett, London Neighbourhood Community Association Inc.
2. (ADDED) AM. Valastro

6.3 1310 Adelaide Street North and 795 Windermere Road (OZ-8709)

1. D. Windsor, North London Golf Centre Ltd.
2. F. Noory, CEO & President, Royal Premier Homes
3. W. Newton
4. J. Thrasher
5. (ADDED) K. Kelly
6. (ADDED) P. Green
7. (ADDED) V. Moretti
8. (ADDED) A. Brander
9. (ADDED) E. Brander

6.4 (ADDED) Remembrance Gardens at 2315 River Road

1. (ADDED) D. Hrycki, President, and O. Nowosad, Vice President - Ukrainian Canadian Congress

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)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 3rd Report of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 3rd Report of the Community and Protective Services Committee
BE APPROVED with the exception of item 7 (2.6)

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: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Grand Theatre 2024-2027 Multi-Year Grant Agreement
(Relates to Bill No. 47)

Motion made by: D. Ferreira

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

3. (2.2) The London Arts Council 2024-2027 Multi-Year Agreement (Relates to Bill No. 48)

Motion made by: D. Ferreira

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

4. (2.3) London Heritage Council 2024-2027 Multi-Year Agreement (Relates to Bill No. 49)

Motion made by: D. Ferreira

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

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)

Motion made by: D. Ferreira

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

6. (2.5) Municipal Compliance Annual Report

Motion made by: D. Ferreira

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

8. (2.7) Data Regarding the Relocation of Homeless Individuals

Motion made by: D. Ferreira

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

9. (4.1) Possible Amendments to the Vehicle for Hire By-law

Motion made by: D. Ferreira

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)

Motion Passed

10. (5.1) Remembrance Gardens at 2315 River Road

Motion made 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)

Motion Passed

7. (2.6) Operational Transition Plan for 446 King Street Housing Project

Motion made by: D. Ferreira

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)

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

8.2 3rd Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 3rd Report of the Civic Works Committee BE APPROVED with the exception of items 5 (2.5), 6(2.6) and 8 (2.4)

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: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: A. Hopkins

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

3. (2.2) 2023 External Audit of London's Drinking Water Quality Management System and 2022 Management Review

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 30, 2024, with respect to the 2023 External Audit of London's Drinking Water Quality Management System and 2022 Management Review, BE RECEIVED. (2024-E13)

Motion Passed

4. (2.3) RFP 2023-189 Large Diameter Watermain Inspection

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 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

- 7. (2.7) Professional Consulting over \$100k: Highway 401 and Wellington Road/Highbury Avenue Area Traffic Study

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 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

- 9. (3.1) Jenkens Municipal Drain Improvements (Relates to Bill No. 72)

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 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)

Motion Passed

5. (2.5) Contract Award - Tender No. RFT-2023-241 - East London Link and Municipal Infrastructure Improvements Phase 3C - Highbury Avenue

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 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)

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

Motion Passed (13 to 2)

6. (2.6) Contract Award - Tender No. RFT-2022-314 - Rapid Transit Implementation - Clarks Bridge and Wellington Road from Thames River to Watson Street

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 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)

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

Motion Passed (13 to 2)

8. (2.4) Contract Award - Tender No. RFT-2023-264 - East London Link Phase 3A West - Dundas Street

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 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: (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)

8.3 5th Report of the Strategic Priorities and Policy Committee

Motion made by: Mayor J. Morgan

That the 4th Report of the Strategic Priorities and Policy Committee BE APPROVED with the exception of item 4 (2.2).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: Mayor J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Special Meeting of the Shareholder of the Housing Development Corporation, London (Relates to Bill No. 52 and Bill No. 53)

Motion made by: Mayor J. Morgan

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

3. (2.4) Contract Award for RFP 2023-346 - Consultation for Ward Boundary Review

Motion made by: Mayor J. Morgan

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

- 5. (2.3) Community Advisory Committee on Planning (CACP) - Terms of Reference

Motion made by: Mayor J. Morgan

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.

Motion Passed

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

Motion made by: Mayor J. Morgan

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.

Motion Passed

4. (2.2) SS-2024-042: Housing Stability Services Single Source

Motion made by: S. Lewis

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.

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

Nays: (2): S. Stevenson, and J. Pribil

Motion Passed (13 to 2)

ADDITIONAL VOTES:

Motion made by: J. Pribil
Seconded by: S. Stevenson

That the Housing Stability Services Municipal Purchase of Service Agreements BE REFERRED back to Civic Administration to meet with the service providers and review the proposed budgets to identify savings based on the two-year rather than one-year renewal agreements and report back to a future meeting of the Strategic Priorities and Policy Committee.

Yeas: (3): S. Stevenson, J. Pribil, and P. Van Meerbergen

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

Motion Failed (3 to 12)

8.4 3rd Report of the Planning and Environment Committee

Motion made by: S. Lewis

That the 3rd Report of the Planning and Environment Committee BE APPROVED with the exception of items 13 (3.8); and 14 (3.9).

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. (2.1) Delegated Authority for Consent (Relates to Bill No. 59)

Motion made 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

3. (2.2) Building Division Monthly Report - November 2023
Motion made by: S. Lewis
That the Building Division monthly report for the month of November, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

4. (2.3) Building Division Monthly Report - December 2023
Motion made by: S. Lewis
That the Building Division monthly report for the month of December, 2023 BE RECEIVED for information. (2024-A23)

Motion Passed

5. (2.4) 2nd Report of the Ecological Community Advisory Committee
Motion made 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

6. (3.1) 1st Report of the Community Advisory Committee on Planning
Motion made by: S. Lewis
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.

Motion Passed

7. (3.2) 900 Wilton Grove (Z-9677) (Relates to Bill No. 65)
Motion made by: S. Lewis
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)

Motion Passed

8. (3.3) Demolition Request for Heritage Listed Properties at 16 Wellington Road and 26, 28 & 30 Wellington Road

Motion made 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)

Motion Passed

9. (3.4) 3502 Manning Drive (OZ-9674) (Relates to Bills No. 55, 56, and 66)

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 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)

Motion Passed

10. (3.5) 4366 Colonel Talbot Road (Z-9676) (Relates to Bill No. 67)
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 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)

Motion Passed

11. (3.6) 934 Oxford Street West (Z-9678)

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 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)

Motion Passed

12. (3.7) Housekeeping Amendments to the Zoning By-law (Z-9679) (Relates to Bill No. 68)

Motion made 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 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)

Motion Passed

15. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List BE RECEIVED for information.
(2023-D09)

Motion Passed

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)

Motion made by: S. Lewis

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

Recuse: (1): A. Hopkins

Motion Passed (14 to 0)

14. (3.9) 1310 Adelaide Street North and 795 Windermere Road (OZ-8709) (Relates to Bill No. 58 and Bill No. 71)

Motion made by: S. Lewis

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. 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 (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)

ADDITIONAL VOTES:

Motion made by: J. Pribil
Seconded by: S. Lewis

That the following amendment BE APPROVED to the associated by-law (Bill No. 71) as it relates to an area of land located at 1310 Adelaide Street North and 795 Windemere Road:

amend by adding a regulation to the zoning by-law (Bill No. 71) to allow for a maximum of three (3) commercial units on the property, including one restaurant with a drive-through facility.

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

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

Motion Passed (11 to 4)

Motion made by: S. Lewis
Seconded by: Mayor J. Morgan

Pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, that further notice BE GIVEN in respect of the proposed by-law.

Yeas: (4): S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

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

Motion Failed (4 to 11)

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

That item 14, clause 3.9, as amended, BE APPROVED.

Yeas: (10): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

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

Motion Passed (10 to 5)

8.5 3rd Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 3rd Report of the Corporate 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: H. McAlister

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Single Source SS-2024-032 Argyle Arena Refrigeration Condensing Unit 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 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

3. (2.2) Federation of Canadian Municipalities Advocacy Days and Board Meeting

Motion made by: H. McAlister

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

4. (5.1) Application - Issuance of Proclamation - Multiple Myeloma Awareness Month

Motion made by: H. McAlister

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. (5.2) Application - Issuance of Proclamation - BGC Club Day

Motion made by: H. McAlister

That based on the application dated February 1, 2024 from BGC London, June 7, 2024 BE PROCLAIMED BGC Club Day.

Motion Passed

9. Added Reports

None.

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: A. Hopkins

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No 46 to Bill No 72, and excluding Bill No's 57, 69, 70, and 71 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. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: C. Rahman

Seconded by: H. McAlister

That Second Reading of Bill No 46 to Bill No 72, and excluding Bill No's 57, 69, 70, and 71 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. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That Third Reading and Enactment Bill No 46 to 68 excluding Bill No's 57, 69, 70, 71, and 72 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. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Franke

Seconded by: H. McAlister

That Introduction and First Reading of Bill No.'s 57, 69, and 70, BE APPROVED.

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

Recuse: (1): A. Hopkins

Motion Passed (14 to 0)

Motion made by: S. Stevenson

Seconded by: S. Franke

That Second Reading of Bill No.'s 57, 69, and 70, BE APPROVED.

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

Recuse: (1): A. Hopkins

Motion Passed (14 to 0)

Motion made by: D. Ferreira

Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No.'s 57, 69, and 70, BE APPROVED.

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

Recuse: (1): A. Hopkins

Motion Passed (14 to 0)

Motion made by: S. Stevenson

Seconded by: S. Lewis

That Introduction and First Reading of Bill No 71, as amended, BE APPROVED.

Yeas: (10): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

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

Motion Passed (10 to 5)

Motion made by: S. Stevenson

Seconded by: J. Pribil

That Second Reading of Bill No 71, as amended, BE APPROVED.

Yeas: (10): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

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

Motion Passed (10 to 5)

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

That Third Reading and Enactment of Bill No 71, as amended, BE APPROVED.

Yeas: (10): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

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

Motion Passed (10 to 5)

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

Bill No. 46	By-law No. A.-8463-33 - A by-law to confirm the proceedings of the Council Meeting held on the 13th day of February, 2024. (City Clerk)
Bill No. 47	By-law No. A.-8464-34 - 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)
Bill No. 48	By-law No. A.-8465-35 - 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)
Bill No. 49	By-law No. A.-8466-36 - 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)
Bill No. 50	By-law No. A.-8467-37 - 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)
Bill No. 51	By-law No. A.-8468-38 - 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)
Bill No. 52	By-law No. A.-8469-39 - A by-law to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London. (2.1i/5/SPPC)
Bill No. 53	By-law No. A.-8470-40 - A by-law to ratify and confirm the special resolution of the sole shareholder of the Housing Development Corporation, London. (2.1ii/5/SPPC)
Bill No. 54	By-law No. C.P.-1512(cq)-41 - 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)
Bill No. 55	By-law No. C.P.-1512(cr)-42 - 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)
Bill No. 56	By-law No. C.P.-1512(cs)-43 - 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)
Bill No. 57	By-law No. C.P.-1512(ct)-44 - A by-law to amend The Official Plan for the City of London, 2016 relating to Policy 942 (3.8a/3/PEC)
Bill No. 58	By-law No. C.P.-1512(cu)-45 - 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)

Bill No. 59	By-law No. CP-26 - 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)
Bill No. 60	By-law No. S.-6302-46 - 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)
Bill No. 61	By-law No. S.-6303-47 - 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)
Bill No. 62	By-law No. S.-6304-48 - 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)
Bill No. 63	By-law No. S.-6305-49 - 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)
Bill No. 64	By-law No. S.-6306-50 - 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)
Bill No. 65	By-law No. Z.-1-243182 - 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)
Bill No. 66	By-law No. Z.-1-243183 - 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)
Bill No. 67	By-law No. Z.-1-243184 - 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)
Bill No. 68	By-law No. Z.-1-243185 - A by-law to amend By-law No. Z.-1 to modify Section 2 and Section 4 (3.7/3/PEC)
Bill No. 69	By-law No. Z.-1-243186 - 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)
Bill No. 70	By-law No. Z.-1-243187 - A by-law to amend By-law No. Z.-1 to modify Section 2 and Subsection 4.37.5 (3.8c/3/PEC)
Bill No. 71	By-law No. Z.-1-243188 - 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)

The following Bill received First and Second Reading:

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)
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14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:00 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

From: Annette D
Sent: Friday, February 23, 2024 8:41 AM
To: PEC <pec@london.ca>
Cc: City of London, Mayor <mayor@london.ca>; deputymayor@london.ca
Subject: [EXTERNAL] Development on Commissioners Rd

Hello everyone

I've been following the story regarding the development proposed on Commissioners Rd that PEC voted down. To me this is exactly what the city needs it's a great fit for the area and makes sense.

I really hope Council gives it a thumbs up.

Annette Drost

February 27, 2024
SBM-20-3641

Attn: London City Council members

RE: City of London File #Z-9689
1494 Commissioners Road West

1. February 21st Planning & Environment Committee Meeting Recommendation

- Although City of London Planning staff supported the subject Zoning By-law Amendment (ZBA) application to permit a 10-unit apartment building, the motion tabled by Councillor Franke and seconded by Councillor Rahman to refuse the application because it was deemed not to be consistent with the 2021 City of London Environmental Management Guidelines (EMG) was adopted by the majority of PEC members.

1.1 Application Background

- As noted in the staff report, the applicant made a previous ZBA application in 2018 (File # Z-8090) to permit a personal service spa on the subject lands. The application was subsequently put on hold and the zoning change never materialized. As part of the 2018 application, a scoped Environmental Impact Study (EIS) was requested by staff since the subject lands abut the Warbler Woods Environmentally Significant Area (ESA) to the south and east. During the EIS scoping and review, an agreement was made between the City of London ecology staff and the applicant's consulting ecologist to maintain the dripline as the limit of development and to naturalize the area under the dripline.

1.1.1 Current Proposal and Impacts of 2021 EMG 30 metre ecological buffer

- After the EIS, a Geotechnical Study was completed that identified an erosion hazard limit that is generally even more restrictive than the dripline identified on the site plan as the "original development limit". The erosion hazard limit is actually used as the limits of the proposed development and defines the proposed zoning limits.
- Table 5-2 of the 2021 EMG recommends that a 30 metre minimum ecological buffer width be applied to the edge of the natural heritage feature. As confirmed by City ecologist Shane Butnari, as the applicable feature appears to be the significant woodland associated with the Warbler Woods ESA, the buffer would be applied to the dripline of the woodland.
- Applying a 30 metre buffer from the identified dripline would make the subject lands undevelopable, as shown in the image below.



- Moreover, existing residential development (i.e., houses fronting Chestnut Hill) are located within the 30 metre buffer and do not comply with the EMG.

1.1.1.1 Conclusion

- The EMG recommendations are general and do not consider site-specific facts or circumstances resulting from studies such as an EIS.
- Furthermore, in this case, a scoped EIS was completed in accordance with staff recommendations and the applicant submitted the subject ZBA application in good faith based on previous communications and understandings between staff and his consultant.
- Applying the 30 metre buffer from the identified dripline would make the subject lands undevelopable.
- As the agent for the subject application, I respectfully request that the version of the site-specific ZBA identified as "Revised By-law" and included in the PEC Added Agenda and attached to this memo for reference be approved by London City Council.

Respectfully submitted,

Strik, Baldinelli, Moniz Ltd.

Planning • Civil • Structural • Mechanical • Electrical

Simona Rasanu, RPP, MCIP
Planner and Project Lead

R8-4() 1494 Commissioners Road West

a. Regulations

1. West Interior Side Yard Setback (Minimum)
2.5 metres and no habitable windows directly facing the west shared lot line.
2. East Interior Side Yard Setback (Minimum) 0.3 metres
3. Rear Yard Setback (Minimum) 0.3 metres
4. Lot Coverage (Maximum) 46.2%
5. Height (Maximum) 13.5 metres
6. West Interior Side Yard Building Height (Maximum) 2-storeys
7. West Interior Side Yard Building Stepback (3rd storey) 2.0 metres

Community and Protective Services Committee

By email: cpssc@london.ca

City Hall – 3rd Floor

300 Dufferin Avenue

London, ON N6B 1Z2

Dear London City Councillors and London Community and Protective Services Committee,

I am writing to you on behalf of 4LifeLondon Association (formerly known as London Area Right to Life Association), London's foremost pro-life organization, which has been working to bring awareness to the dignity of life from conception to natural death for over fifty years. I am writing to express our concerns about the proposed amendment to the Streets By-law to restrict the public display of signs purporting to show "a fetus or any part of a fetus".

I am deeply concerned that many of London's city councillors have expressed their desire to overstep their legislative powers to silence peaceful protests on the contentious moral topic of abortion. The Canadian Charter of Rights and Freedoms states that we all have the right to freedom of thought, belief, opinion, and expression through all media of communication (Section 2(b)). As well, we have the right to freedom of peaceful assembly (Section 2(c)). It would be absurd to claim that holding a protest sign near a sidewalk is an act that is somehow not defended by the Charter.

If London's City Council were to be successful at redefining a protest sign as a "notice, sticker, placard or advertisement" and claiming that a peaceful sidewalk protest is "an obstruction of [the] street", a "public nuisance", and an "activity which interferes with public travel or use of a street" then peaceful protest everywhere in Canada will be at risk of government censorship. The use of unsettling images on protest signs to appeal to the public on controversial topics has been a part of many social justice movements: animal rights protests, anti-war protests, and protests against government corruption are just a few of these.

The proposed by-law amendment listed in the report under "Schedule A" has not been publicly available long enough for our group to get it analyzed by a constitutional lawyer. Our group is, however, willing to take whatever legal steps are necessary to ensure that peaceful pro-life activities can continue in our city, unrestrained by government censorship.

On a final note, as someone who has interacted with most of the individuals and groups who use "graphic imagery" to spread the pro-life message in London, the activists whom I've encountered have been respectful people motivated by their love and respect for pre-born children and their mothers, as well as a desire to have sincere conversations, provide accurate information, and give support to women who are facing challenging pregnancies.

Sincerely,

James Schadenberg

Executive Director

4LifeLondon Association

From: Avery Freedom
Sent: Monday, February 19, 2024 11:09 PM
To: CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Regulation of the Display of Graphic Images

Dear Community and Protective Services Committee members,

I have read through the agenda for The 4th Meeting of the Community and Protective Services Committee scheduled for February 20, 2024, which includes item 4.1 listed as "*Regulation of the Display of Graphic Images*." This proposed amendment to the Streets By-Law (S-1), seeks to in its' own words, define graphic images as "*an image or photograph showing, or purporting to show, a fetus or any part of a fetus.*" If the motion is allowed to pass, then in effect this would create a blanket ban on showing any visual representation of a fetus or a child that has not been born, all regardless of the reasons for displaying the picture, or even if the statements communicated by the visual are all factually true. This law also creates a complete blanket ban on all formats of displaying images of a fetus (or purported to be a fetus), regardless if it is a photograph, an ultrasound, a computer-generated image (CGI), an animation, a silhouette, or even a drawing.

As a Canadian citizen residing in the province of Ontario, I am obligated to oppose this proposed ban on public displaying of images of fetuses in the City of London.

This heart of the proposed by-law amendment is not about public safety nor about the perceived prevention of harm, but this proposed by-law amendment is about catering to a small group of vocal pro-choice activists who are greatly inconvenienced by the truth behind two key questions in the topic of abortion:

1. What is an abortion and what exactly happens in an abortion?
2. Does observable science prove that a fetus is a human being?

A simple image of a fetus without any commentary, answers these two questions in an observable fashion that is not favourable to those invested in the abortion industry nor favourable to pro-choice activists, and fetal imagery is also responsible for convincing countless people to value preborn human life. That is ultimately the heart behind the reason for this proposed by-law amendment, to specifically target pro-life / anti-abortion people and one of their key methods used for peacefully changing the public's hearts and minds on the topic of abortion.

Unfortunately, the vocal small group of pro-choice activists who champion this by-law amendment, do so without any regard for pregnant women (who may inadvertently run afoul of this by-law if they look at their ultrasounds while in public), with no regards for the lives of the unborn children, and with no regards for the rights and freedoms of all Canadians including themselves as the by-law amendment would set a dangerous precedent to ban any message that someone does not like, and with no regard for any **objective truths** being communicated.

*"In the same way as Jannes and Jambres opposed Moses, so also these people **oppose the truth**. They are people with **corrupted minds**, whose **trust cannot pass** the test. However, they won't get very far; because everyone will see how foolish they are." - 2 Timothy 3:8-9, of the Complete Jewish Bible (CJB).*

While there may be a concern raised that any form of fetal image can cause discomfort, this discomfort is linked to shaking the conscience of either those invested in the abortion industry or of pro-choice activists, who are confronted with the reality and truth of what they ardently support. While it lies

within their own free will to choose how to respond to this truth, either by humbly reflecting on their values or hardening their consciences against any truths presented, they are not entitled to place the blame for their shaken conscience on innocent people they disagree with nor use the color of law to compel compliance to their viewpoint that runs contrary to objective truth. It is therefore the City Community and Protective Services Committee's job, to not enable that targeted behaviour perpetrated by special interest groups and individuals against Canadians living in the City of London who use visual means to express positive views concerning a fetus or the unborn.

This is not about asking the Committee to side with either pro-life or pro-choice, but is a request that the Committee stands with all Canadians and their right to discuss this topic publicly and express their views and even truths concerning the topic by even visual means. Thus, you are requested to vote against this proposed by-law amendment.

Avery Freedom

From: Savi Youth
Sent: Tuesday, February 20, 2024 2:24 AM
To: CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Concerned citizens of "By-Law (S-1)"

City Councillors of London,

I am writing as a concerned citizen in regards to a law that was proposed . The law of concern is an amendment to the Streets By-Law (S-1) to regulate the display of graphic images on the streets in the City of London. This law is an infringement on our rights as Canadian citizens and goes against section 2 b) of the charter.

Section 2 b) of the charter reads
"2. Everyone has the following fundamental freedoms:

(b) freedom of thought, belief, opinion and expression, including freedom of the press and other media of communication."

This law not only infringes on section 2 b) of our charter, but it also prevents anyone from showing the cruelty that takes place against the most innocent beings, the unborn. This is an injustice towards beings that don't have a voice to speak for them selves, they weren't given a chance at life however we were, that's why it's extremely important to not pass this law as it effects the possibility of them getting the Justice they deserve .

Proverbs 31:8-9 says, "***Open your mouth for the speechless, In the cause of all who are appointed to die. 9 Open your mouth, judge righteously, And plead the cause of the poor and needy.***"

In modern day society where other injustices are very quickly called out there should be absolutely no reason why imagery of fetuses should not be shown no matter how graphic others may think the image is. The reality is abortion is extremely graphic, Individuals especially pregnant women considering abortion need to be educated on what exactly the abortion procedure entails including the after math .

City Councillors, if you believe in Justice, and being able to advocate for those who cannot advocate for themselves, than please consider not passing this law.

Isabel Freedom

February 19, 2024

To the Members of the Community and Protective Services Committee,

I am writing this letter today to encourage each of you to continue to the Public Participation Meeting step in looking at an amendment to the Streets Bylaw where graphic anti-choice images are concerned.

The Viewer Discretion Legislation Coalition was formed to help protect people from across this country from being forced to see images that incite a trauma response by having to see these violent and graphic images by walking or driving down the street.

I know you will get a lot of people screaming Section 2 of my Charter Rights are being violated. I encourage you each to listen to the public, listen to how distressed children are after viewing these images, how women must pull their vehicle over, because they are crying as these images incite the trauma, they experienced losing their baby, listen how these images trigger emergency worker's PTSD from seeing so much death and violence on calls they have to attend. And please do not forget what I have written to you all before.

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

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

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

These images incite shame, hate and anger. They are inappropriate to be displayed on public streets. I have stood on these streets and listened to a man call me a "stupid woman" who doesn't know what she is talking about. Let me tell you, I was raised by very strong, independent, educated women. I let him know that I do, indeed, know what I am talking about. Misogyny plays a very big part in the message these images portray.

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

Katie Dean
Co-Founder, Viewer Discretion Legislation Coalition
vdlc.ontario@gmail.com

From: Bernice Couto

Sent: Saturday, March 2, 2024 1:06 PM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Regarding item 8.4, 4 (4.1) Regulation of the Display of Graphic Images that is on the Council Agenda for March 5th, 2024

Hello - I am writing today, as a resident in London Ontario (Ward 4) regarding item 8.4, 4 (4.1) Regulation of the Display of Graphic Images that is on the Council Agenda for March 5th, 2024.

In the Feb. 20th meeting of the Community and Protective Services Committee (CPSC) there was a Motion that the staff report be referred back to Civic Administrations to be directed to bring forward a by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2, 2024. And I urge that the City of London mayor and city councillors vote to refer the staff report from the CPSC mtg. of Feb. 20, 2024 back to City Staff.

I urge this because a by-law against graphic anti-abortion signs will violate Section 2(b) of the Charter of Rights and Freedom. I understand that the City must show that the by-law is furtherance of legitimate and substantial objective, and this requirement is clearly met because of the harm and distress caused to residents by the display of these graphic images. The City is well within its powers to enact by-laws that will help lessen harm to residents.

Further, Council has already successfully passed a by-law that restricts the delivery of flyers with graphic images of alleged aborted fetuses. The same can be done with a by-law that restricts the display of graphic anti-abortion images on handheld signs, A-frame posters and temporality erected signs/posters.

I also want to note that this isn't a pro-choice/anti-choice issue, it is an issue about graphic images and the harm that they cause to residents. I give permission for my submission to be added to the council agenda.

Cheers,
Bernice Couto



March 3, 2024

Dear Mayor Morgan and Councillors,

We are writing about the Motion from the Feb. 20 meeting of the Community and Protective Services Committee “that the staff report, dated February 20, 2024, be referred back to Civic Administrations be directed to bring forward a by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2, 2024.”

We strongly urge you to vote to refer this staff report back to City Staff, as this would allow them to draft a proposed by-law and give the public a chance to have a voice at a Public Participation Meeting.

Anti-choice groups (primarily the Canadian Centre for Bio-Ethical Reform) deliberately display these grisly images on signs to generate public shock and outrage, sometimes provoking people to vandalize the signs, or even assaulting those carrying them or those counter-protesting them. Here are a couple of examples:

- Brian Hamilton was charged with four counts of assault after dousing anti-choice protesters with chocolate milk (but later received an absolute discharge.)
<https://www.tbnewswatch.com/local-news/pro-life-protest-leads-to-assault-charges-391467>
- A graphic sign belonging to UBC Lifeline was destroyed by an individual wielding a pocket knife. Later, another student pushed down the signs. <https://www.ubyssey.ca/news/ubc-lifeline-display-vandalized-by-knife-wielding-activist/>

I (Deanna) can personally attest to being physically assaulted by an anti-choice activist.

Is this the type of violence that city council wants to encourage on its streets?

The fight to restrict graphic images of alleged aborted fetuses began in September of 2020 and has been an ongoing battle. Item 4, 42 of the 12th Meeting of the Community and Protective Services Committee, **November 3, 2020** reads “Proposed Amendment to the Sign By-law - Petition - D. Ronson, Pro-choice London.” (A petition with approximately 4,500 signatures is on file in the City Clerk’s Office.) That petition called on the mayor and councillors to implement two separate “new or revised by-laws” that would address both the delivery of graphic flyers and the display of signs.

It’s distressing to know that each delay brings further grievous harm to Londoners exposed to these images.

A by-law against graphic anti-abortion signs **will** violate Section 2(b) of the Charter of Rights and Freedom. **However**, Section 1 of the Charter allows such limitations, especially if that free speech includes inaccurate, discriminatory, hateful, or demeaning messaging.

In a Section 1 analysis, the city must show that the by-law is in furtherance of a legitimate and substantial objective. This requirement is clearly met because of the harm and distress caused to residents by the display of these graphic images.

Recent cases regarding religious-gathering restrictions will bolster our position if the by-law is challenged. On March 1, 2022, a ruling in the Ontario v Trinity Bible Chapel case, found that the health restrictions did indeed violate Section 2(a) of the Charter of Rights and Freedoms, but ruled that the attendance restrictions were reasonable under Section 1.

(<https://www.canlii.org/en/on/onsc/doc2022/2022onsc1344/2022onsc1344.html>)

Council has already successfully passed a by-law that restricts the delivery of flyers with graphic images of alleged aborted fetuses. (Seven other municipalities across Canada have passed identical or similar by-laws.) The same can be done with a by-law that restricts the display of graphic images on handheld signs, A-frame posters, and temporality erected signs/posters.

During a PPM that preceded the flyer by-law, many Londoners spoke to the harm that was caused by viewing not only graphic flyers, but also graphic anti-abortion signs. We have no doubt when a second PPM is held on graphic anti-abortion images, the results will be the same.

If attempts to pass a specific by-law banning graphic images of alleged aborted fetuses were to fail, then we propose that the City enact a by-law similar to one that the City of Calgary passed in October 2020, which has **not** been challenged in court. The *Temporary Signs on Highways Bylaw* restricts advocacy messaging on public property within 150 metres of a school, if signs are if larger than 3.5" by 5".

Advocacy messaging is defined in the bylaw as **messaging that publicly expresses an opinion on an issue or cause**. An advocacy group is defined as any group that promotes this type of messaging whether it be an external group or student group. These bylaw restrictions do not impose a ban on advocacy messaging, but rather restrict the size of the sign within a 150 metre distance from the school, thereby mitigating the issue of unwanted messaging.

We do not endorse a zone restriction because graphic anti-abortion signs have been displayed **across the entire city**. We also do not want to restrict advocacy signs in general. Instead, we recommend restricting the size of **graphic signs** to 3.5"x 5", which will still allow the forced-birthers to display their images, while having minimal visual impact on passersby.

The time to act on the matter of a new by-law to place restrictions on the display of graphic images of alleged aborted fetuses is long overdue. You have already placed restrictions on the delivery of flyers containing these images, and a similar sign by-law could be easily enacted.

Please vote to **refer the staff report from the CPSC meeting of Feb. 20, 2024 back to City Staff**, to allow staff to draft a proposed by-law that will be followed by a Public Participation Meeting on the matter.

Thank you for your time and consideration.

Sincerely,



Joyce Arthur (she/her)
Executive Director
joyce@arcc-cdac.ca
604-351-0867



Deanna Ronson (she/her)
Board Director
Resident of London Ontario

3 March, 2024

Re: Item 6.2 – Regulation of the Display of Graphic Images on the Council
Agenda | March 5, 2024

To London City Council:

I am writing as a citizen of London, Ontario in support of the proposed regulation of graphic images of allegedly aborted fetuses in anti-choice demonstrations. Given that our city, province, and country continue to uphold the legality of abortions and are pro-choice in policy and practice¹ for anyone who becomes pregnant, I consider the use of graphic images in anti-choice demonstrations and mailings to be deeply troubling at best and traumatizing at worst.

The harm that these images hold do not extend only to those who are pregnant and considering abortion – they impact our community at large². They will also cause harm to, for example, people who have experienced pregnancy loss and people who have been sexually assaulted, among others. In addition, most citizens are pro-choice³, and those of us who are should not have to encounter these horrific and, frankly, unethically-sourced⁴, misleading⁵, emotionally-manipulative and manipulated⁶ photos as we move about our city. Non-consensual sharing of such graphic imagery is deeply problematic.

It is my understanding that there are provisions for this regulation through the Municipality Act, and this regulation would also be aligned with your previous action to restrict mailbox delivery of fliers with similar images. I would like to see this extended to the public display of A-frame posters, handheld signs, and temporarily erected signs and posters.

Ultimately, I believe that freedom of expression must also come with careful consideration of our responsibilities and accountabilities to each other. I recognize the right of anti-choice demonstrators to advocate their position in public, as unethical and horrific as I find it to be. However, just as they do not have the right to harass and trespass on facilities that provide abortions or people seeking abortions⁷, they should equally not have the right to share such distressing and graphic images in public. I believe this regulation meets the threshold of legitimate objective by ensuring that these distressing images are not shared non-consensually in our community. I urge you to enact this regulation.

Kind regards,
Mandy Penney
London, ON

1

<https://www.canada.ca/en/health-canada/news/2023/05/government-of-canada-strengthens-access-to-abortion-services.html>

2 <https://www.arcc-cdac.ca/media/2020/06/take-action-against-aborted-fetus-images.pdf>

3 <https://www.ipsos.com/en-ca/news-polls/majority-continue-support-abortion-canada>

4 <https://slate.com/news-and-politics/2010/10/where-do-anti-abortion-protesters-get-those-grisly-photos.html>

5 <https://publicseminar.org/essays/the-dishonest-images-of-the-anti-abortion-movement/>

6 <https://forarpeople.org/recognize-propaganda-about-those-anti-choice-posters/>

7 <https://www.arcc-cdac.ca/media/2020/06/Bubble-Zones-Court-Injunctions-in-Canada.pdf>

TO: Mayor Josh Morgan, London City Councillors

FROM: Deanna Ronson

RE: Item 8.4, 4 (4.1) Regulation of the Display of Graphic Images on the Council Agenda, 6th Meeting of City Council, March 5, 2024

Dear Mayor Morgan and London City Council,

As you consider the 4th Report from the Community and Protective Services Committee, specifically, the Regulation of the Display of Graphic Images, I'd like you to please consider the residence of those who are sending you emails and submissions to the public agenda. I believe that if you do so, you'll find that many of those who are writing to you do **NOT** reside in London.

Indeed, many who are opposed to seeing restrictions of the Display of Graphic Images in London actually live in Toronto and other Ontario towns/cities and as far away as Alberta. These people have NOT and WILL NOT be impacted by the display of Graphic Images **in London** as **they do not reside here**.

Please listen to the majority of actual **Londoners** who have suffered grievous harm when they encountered these images displayed in public.

We elected you with the expectation that you would abide by the Municipal Act of Ontario.

The **Municipal Act, 2001, S.O. 2001, c. 25**, states that municipalities have "**broad authority**" to "provide any service or thing that the municipality considers necessary or desirable for the public." The Act also states, that "a single-tier municipality **may pass by-laws respecting the following matters:** . . . 6. **Health, safety and well-being of persons.** . . . 8. **Protection of persons and property**" (<https://www.ontario.ca/laws/statute/01m25>).

As the former Council did with the graphic flyer by-law, we need you to approve a sign by-law that will address the safety and wellbeing and protection of residents.

Please vote to refer the staff report from the CPSC meeting of Feb. 20, 2024 back to City Staff; this would allow staff to draft a proposed by-law to be followed by a Public Participation Meeting on the matter, so that you can hear Londoners testify to the harm of graphic images of alleged aborted fetuses.

Thank you for your time and consideration.

Sincerely yours,

Deanna Ronson
Resident of London, Ontario

Paul Seale (he/him/his)
[REDACTED]
London, ON N5W 3J9



March 4, 2024

London City Council
300 Dufferin Avenue
London, ON N6B 1Z2

Content warning: graphic images; fetuses; forced childbirth; abortion; lost pregnancies

Re: Item 8.4, 4 (4.1) Regulation of the Display of Graphic Images on the Council Agenda, 6th Meeting of City Council, March 5, 2024.

Dear Mayor Morgan and Ward Councillors,

Allow me to begin by saying I appreciate that this subject matter is especially difficult for some, and I regret that you find yourself engaging this matter with its adjacency to traumatic and personal histories.

I am writing to urge you vote to endorse the recommendation of the Community and Protective Services Committee,

"[t]hat the staff report, dated February 20, 2024, BE REFERRED back to the Civic Administration and the Civic Administration BE DIRECTED to bring forward a draft by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2 2024;"

You've received correspondence encouraging you to take no action so Londoners might continue to be forced to view graphic medical imagery without their consent.

I wish to remind you that while we greatly value freedom, we value it for *everyone*, and we regularly temper our love of freedom with the need for public and individual safety. The *Municipal Act 2001* makes it clear that this is your jurisdiction; that municipalities may pass by-laws respecting "[h]ealth, safety and well-being of persons." [PART II, GENERAL MUNICIPAL POWERS, Spheres of Jurisdiction – Broad authority, single-tier municipalities 10 10 (2) 6]

To be clear, this isn't about reproductive rights or forced childbirth; it's about whether one has a protected right to force imagery designed to shock and traumatize on unsuspecting Londoners and visitors without their consent. And whether a legislative body has the right and, indeed, the responsibility, to protect citizens and visitors to London from these potentially harmful, traumatizing, and non-consensual encounters.

James Schadenberg of 4LifeLondon Association seeks to remind you that the Canadian Charter of Rights and Freedoms "protects freedom of thought, belief, opinion, and expression through all media of communication" and "the right to freedom of peaceful assembly," but

concludes incorrectly, "It would be absurd to claim that holding a protest sign near a sidewalk is an act that is somehow not defended by the Charter."

On the contrary, there are plenty of things one can't display near a sidewalk and wave at unsuspecting passersby, irrespective of the Charter. For example, one can't brandish a gun, even if it's legally owned, and even if you're a prepper or survivalist. One can't openly display certain parts of one's own anatomy, either, even if you're a nudist or naturist. In neither of these cases can you seek exception by claiming your actions are educational -- shows of belief conducted in peaceful assembly.

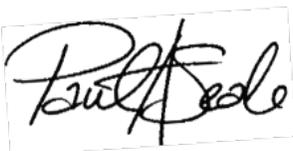
Legislators have anticipated or reacted to harmful behaviours and outlawed certain actions deemed contrary to public and individual safety. Alas, legislators did not anticipate bad actors foisting pictures of fetuses on random passersby in London, so some have come to believe it is their right to do so. But should any legislative body -- including London City Council -- outlaw such actions, it would surely be upheld by the courts as a reasonable, responsible, and *necessary* measure to protect its citizens from those who would do them harm.

But what if advocates for forced childbirth feel their own activity is a *necessary* tactic and that a banning of graphic pictures of fetuses effectively leaves them without *any* way to exercise their Charter rights, express their views, or educate people. Lucky for them, it's not.

Flashcards and other visual aids are often-used tools in education, but there are other ways to achieve learning goals, including written signs, leafletting, and spoken words. I've encountered protestors advocating for forced childbirth, and they weren't at a loss for words. They can also ask people's consent to show them more graphic materials privately if they wish to see them. None of these activities would be constrained by a by-law outlawing the open display of graphic images of fetuses. Again, this is not a proposed ban on *possessing* images of fetuses. It's not a proposed ban on *using* images of fetuses in educational materials. It's a proposed control on the *forcing* of graphic imagery on Londoners *without their consent*. The flashing of medical imagery is only a necessary part of these protests if the goal is to shock and traumatize bystanders.

It is in the best interests of Londoners for you to refer the staff report from the CPSC meeting of Feb. 20, 2024 back to Civic Administration and the Civic Administration BE DIRECTED to bring forward a draft by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2 2024;"

Yours very sincerely,

A handwritten signature in black ink, appearing to read "Paul Seale", enclosed in a thin black rectangular border.

Paul Seale
Ward 4, London

March 4, 2024

Dear London City Council,

I have written to you before raising concerns about the law and democratic discourse. You have already received a letter from our legal counsel, so I won't repeat earlier communications. However, I was astonished to read the submission before you from the Viewer Discretion Legislation Coalition (VDLC), implying a link between the use of fetal imagery and – *unbelievably* – terrorism. This is quite an allegation. Although the claim on its face strains credulity, since it is on the record, I feel compelled to respond on the record.

CCBR and all of the pro-life groups we collaborate with unequivocally condemn violence. We refuse to collaborate with anyone who does not do the same. All participants in our outreach projects must sign a legal agreement, which includes a commitment to nonviolence as one of the clauses.

The suggestion that there is a causal link between the display of victim photography and a brutal act of terrorism is deeply offensive. It betrays a deep-seated prejudice against those who hold and share pro-life beliefs, and a palpable ignorance of the pro-life community. Activists on all sorts of issues display photos of violence in order to advocate *against* violence. We are wholly committed to nonviolent means, and we advocate for a nonviolent end. We affirm the right to life of all human beings. I was horrified by the deadly attack on a Muslim family in 2021.

To suggest that one individual criminal can be used to characterize an entire community is a strong display of the prejudice and bias at play in the proposal before you. This prejudiced view is sadly very ignorant of what the pro-life community actually believes and advocates for, as would be evidenced by reading any of our materials or listening to any of our voices. Instead, the VDLC paints all pro-life citizens who share the pro-life message using fetal imagery with an extreme brush, alleging our message of peace is an incitement to violence. They have asked you to implement that bias and prejudice into law by placing special restrictions on our message, and our message alone. And the City of London has thus far been implementing the proposals of this group.

The government has no place to be legislating based on such prejudiced views about some of its citizens. I would direct London City Council and its legal staff to the case of ***Roncarelli v Duplessis***, in terms of Supreme Court precedent on government officials acting with bias, bad faith, irrelevant considerations and improper purpose against the rights of particular citizens based on their beliefs. Also, the recent precedent in ***Emanuel v. Ryerson Students' Union*** from the Human Rights Tribunal of Ontario addresses discrimination on the basis of creed when it comes to pro-life beliefs, and prejudices against those who hold them. These are in addition to *Charter* cases.

I think we can all recognize the fallacy here. It would be obvious, were the VDLC making such wild allegations against another community. For example, many people have shared photo and video evidence of the violence that Palestinian citizens have endured in Gaza, such as the devastating photo I recently saw of Sidra Hassouna. The vast majority of people see these photos and do not themselves respond with violence. The photos are *evidence* of violence, but the photos do not *incite* violence. However, a very small minority people do see such photos, and then decide to commit acts of terrorism. It does not therefore follow that people are inciting terrorism or hatred by showing photos of dead Palestinian children. Photos of the victims of violence are an essential part of public discourse in advocacy *against* violence. I trust that City Council recognizes the difference between advocating against violence versus inciting violence, between peaceful and civil expression versus acts of terrorism. Just because there are some bad actors – some horrific and appalling terrible actors – it does not follow that their actions represent everyone else who coincidentally holds some similar beliefs.

To suggest otherwise betrays a deep prejudice and misunderstanding of citizens who hold pro-life beliefs. We understand this when it comes to prejudices against the Muslim community, as some people try to paint an entire community with the brush of terrorism even though Islam teaches a message of peace. The pro-life community is committed to nonviolence and advocates against violence, sharing a message of peace. We find acts of terrorism and violence abhorrent. I'm very sad to read such an ignorant allegation otherwise. Only a prejudice and lack of understanding of people who hold to a pro-life creed could lead someone to conclude that the pro-life movement incites or advocates for violence or hatred. The claim lacks evidence. It strains credulity. And it would be an improper basis for a government to legislate against the rights of some of its citizens.

Lastly, some Councillors and some advocates of restrictions on pro-life speech refer to Section 1 of the Charter as if it can easily justify restrictions on Section 2(b). I would remind Council that all of the provincial and Supreme Court precedents that have been brought to your attention include within their rulings an analysis of the reasonable limits clause in Section 1. It is not reasonable for the government to single out one particular message for special restrictions. It is not reasonable for the government to pass broad city-wide restrictions on expression. This is why Liberal Attorney General Yassir Naqvi declined similar requests for broad restrictions on fetal imagery in 2018, because he understood that such broad restrictions would not be saved under Section 1. The details matter, and Section 1 is not simply a "get out of jail free" card for government to place restrictions on Section 2(b).

Reasons matter. The VDLC has claimed that fetal imagery incites violence and harms the public. I've addressed the wild incitement allegation, but it's also important to see that the allegation of harm is rooted in the same bias and prejudice. Many people, including people who've lost a child from miscarriage or abortion, *support* the use of fetal imagery, while many others obviously oppose it. Mothers who have experienced the loss of a child are not a monolith, and have a wide variety of reactions to fetal imagery. The VDLC paints everyone with the same brush, and ignores the voices of those with a different opinion or lived experience. What has been claimed to be "demonstrable harm" is more accurately and truthfully described as *offense*. If seeing fetal imagery were objectively harmful, why do some people who've experienced abortion and miscarriage describe it as *helpful*?

It is certainly true that some people are deeply offended by fetal imagery. It is also true that other people, with similar lived experiences, say that seeing the photos has helped them. From the wide variety of reactions, it is clear that we are talking about offense, and not objective harm. Only through bias could some of the views of the public be sidelined, while others are used to characterize the whole and legislate against the minority.

While I respect that members of the public have the right to be offended, Canadian courts have been very clear that freedom of expression cannot be limited simply because some people find the speech offensive. Offense is not a legitimate basis under Section 1 for regulating freedom of expression.

It has been clear for a long time that the City of London has been acting to place special restrictions on one particular message, implementing by-laws proposed by the VDLC. The VDLC has now entered their deep-seated prejudice against people who hold and share pro-life beliefs on the official record. Now is the time for the City of London to stop ignoring the legal precedents on the Charter, and beyond. No government should be legislating against some of its citizens from a place of prejudice and bias. No government should be singling out one message for special restrictions, or passing broad restrictions on freedom of expression. Communicating about the pro-life message lies at the very heart of freedom of expression, as the BC Court of Appeal has ruled. I ask the London City Council to uphold your responsibility under the Charter, and to stop acting in a prejudiced way against pro-life citizens.

Sincerely,

Blaise Alleyne
Eastern Strategic Initiatives Director
Canadian Centre for Bio-Ethical Reform



Demand London's City Councilors Do NOT Ban Life-Saving Speech & Charter Rights



8,869 have signed.

Let's get to 10,000

Sign this petition

GO CitizenGO Canada started this petition to Mayor Josh Morgan - 2023/12/13

The pro-life message and the rights to Free Speech and Expression are under attack in the City of London, Ontario.

On December 5, London City Councilors Hadleigh McAlister and Sam Trosow forwarded a motion to the city's Community and Protective Services Committee to expand the controversial "Graphic Image Delivery By-law" to include all public images of unborn children banned from public view.

They want to ban abortion victim photography images from the streets, as they are used to reveal the stark reality of abortion to the general public.

Protect and Respect Your Citizens' Freedom of Speech and Expression

Dear Mayor Josh Morgan and London City Councilors,

I urgently call upon you to reject the proposed amendment to the 2022 bylaw, "Graphic Image Delivery - PW14", seeking to ban pro-life demonstrations and discussions on public sidewalks that display

These images spark public conversation and debate, resulting in life-saving decisions that save countless unborn lives.

Councilors McAlister and Trosow want to ban them from being used on public streets to prevent pro-lifers from using their freedom of speech and expression to reveal the horrible truth and grim reality of abortion.

Why?

Because they're "graphic" and might upset someone.

But isn't that the point of free speech? To stir up feelings, provoke thought, challenge beliefs?

Councilor Trosow seems to think otherwise.

He even admitted that the expansion to ban these images infringes upon our Charter of Rights and Freedoms.

As Trosow stated to the committee, "If the people that are portraying these graphic images say it constitutes a limitation of their expression, **yes it certainly does.**"

Both Councilors McAlister and Trosow know they're in the wrong, especially Trosow because he's an associate law professor at Western University!

Blaise Alleyne from the Canadian Centre of Bioethical Reform (CCBR) argues that this amendment violates one's right to express oneself freely on a multitude of issues, including abortion.

Alleyne has stated how similar victim photos, such as those used "on a wide variety of issues, whether it's animal rights groups, or human trafficking or the conflict in the Middle East."

"graphic images" of unborn children.

This amendment violates our fundamental rights to freedom of speech and expression, as the Canadian Charter of Rights and Freedoms recognizes.

As you may be aware, your fellow City Councilors, Hadleigh McAlister and Sam Trosow, are attempting to silence a crucial conversation that our society needs to have.

By banning these images, they stifle dialogue, hinder public education on the issue, and prevent countless individuals from making informed decisions that protect human life, including individuals' most vulnerable moments within their mothers' wombs.

It is important to remember that the right not to be offended does not exist in Canadian law.

Suppressing the freedom of speech and expression because some may find it uncomfortable is not a valid justification.

As a citizen who believes in free and open public discussion, I must be willing to face the truth and

Being offended or upset by an image is not a valid reason to limit anyone's freedom of expression or speech.

No provision within the Charter of Rights and Freedoms or Canadian law states that one has the "right" not to be offended or disturbed.

As Jordan Peterson rightly stated in his viral 2018 Channel 4 Interview, **"In order to be able to think, you need to risk being offensive."**

We must stand together and raise our voices so the London City Council cannot afford to ignore our outcry.

If this fight is lost, London City Council will set a dangerous precedent that declares it is acceptable to censor the **TRUTH** from the public eye.

With your help, we can defend the freedoms needed to the truth, no matter how grim it may be, so that hearts and minds can be changed regarding unborn human beings.

Sign the petition today and demand that Mayor Josh Morgan and the City Councilors of London, Ontario, reject this authoritarian amendment.

Sources:

[Ontario city officials could ban abortion victim photographs on public property](#)

[Councillors seek ban on displaying images of fetuses on London streets](#)

[Graphic Image Delivery Law in London](#)

[Jordan Peterson on Freedom of Expression](#)

engage in meaningful conversations, even if it challenges my own personally held beliefs.

I believe we should be encouraging, not censoring, these discussions within public spaces, as the public debate is a critical pillar in having an open and fair democratic society that values fundamental human rights and freedoms.

Please stand up for my fundamental rights and do not pass this amendment, which infringes on our cherished freedom of speech and expression.

By opposing this amendment, you will foster a genuinely fair and free society that values open dialogue and the exchange of different ideas.

Sincerely,

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Civic Works Committee

Report

The 4th Meeting of the Civic Works Committee
February 21, 2024

PRESENT: Councillors A. Hopkins (Chair), J. Pribil, S. Trosow, S. Franke, D. Ferreira

ALSO PRESENT: Councillor H. McAlister; A. Alkema, J. Dann, A. Job, D. MacRae, K. Oudekerk, A. Rammeloo, K. Scherr and J. Stanford and J. Bunn (Committee Clerk)

Remote Attendance: E. Hunt and E. Skalski

The meeting was called to order at 9:30 AM; it being noted that Councillor D. Ferreira was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Trosow

Seconded by: S. Franke

That Items 2.1 to 2.9 BE APPROVED.

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

2.1 2023 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System

Moved by: S. Trosow

Seconded by: S. Franke

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated February 21, 2024, with respect to the 2023 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System BE RECEIVED. (2024-E13)

Motion Passed

2.2 2023 Ministry of the Environment, Conservation and Parks Inspection of the City of London's Drinking Water System

Moved by: S. Trosow

Seconded by: S. Franke

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated February 21, 2024, with respect to the 2023 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System BE RECEIVED. (2024-E13)

Motion Passed

2.3 Hamilton Road and Gore Road Intersection Improvements Environmental Assessment Project File Report

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 February 21, 2024, related to the Hamilton Road and Gore Road Intersection Improvements Environmental Assessment Project File Report:

- a) the Hamilton Road and Gore Road Intersection Improvements Environmental Assessment Study Project File Report BE ACCEPTED;
- b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Project File Report BE PLACED on the public record for a 30-day review period. (2024-T06)

Motion Passed

2.4 Orr Municipal Drain -Request for Drain Major Improvement and Appointment of Consulting Engineer

Moved by: S. Trosow
Seconded by: S. Franke

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to the Orr Municipal Drain and the Request for Drain Major Improvement and Appointment of Consulting Engineer:

- a) the request for a Major Improvement to the Orr Municipal Drain located in the area of Colonel Talbot Road and Southminster Bourne to benefit the drainage of 6526 Southminster Bourne, Township of Westminster, BE ACCEPTED by the Council of the Corporation of the City of London under Section 78 of the Drainage Act; and,
- b) Spriet Associates London Limited BE APPOINTED the Consulting Engineer under Section 8 of the Drainage Act. (2024-E09)

Motion Passed

2.5 Single Source - Adelaide Wastewater Treatment Plant Section 1 Restoration Design and Contract Administration

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 February 21, 2024, related to a Single Source for the Adelaide Wastewater Treatment Plant Section 1 Restoration Design and Contract Administration:

- a) the contract for engineering design services BE AWARDED to CIMA Canada Inc., in the amount of \$468,886.00 including contingency (excluding HST), as a single source award in accordance with Article 14.4.e of the Procurement of Goods and Services Policy;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2024-E01)

Motion Passed

2.6 RFP 18-34 Contract Amendment - Detailed Design for Highbury Avenue South Reconstruction

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 February 21, 2024, related to RFP 18-34 Contract Amendment for the Detailed Design for the Highbury Avenue South Reconstruction:

- a) the contract with Parsons Inc. BE INCREASED by \$746,161.41 to a total agreement value of \$1,567,367.91 (excluding HST) to complete additional detailed design activities for Highbury Avenue South Reconstruction including rehabilitation of the Bradley Avenue and Commissioners Road bridges, in accordance with Section 20.3 (e) of the City's Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2024-T05)

Motion Passed

2.7 Ontario Transfer Payment Agreement for Municipal Energy Plan Funding for Detailed Cost-Benefit Analysis of Climate Emergency Action Plan Actions

Moved by: S. Trosow
 Seconded by: S. Franke

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report, dated February 21, 2024, BE INTRODUCED at the Municipal Council meeting on March 5, 2024, to:

- a) APPROVE the Transfer Payment Agreement between The Corporation of the City of London and His Majesty the King in right of Ontario, as represented by the Minister of Energy, for the purpose of updating the energy mapping and financial models (i.e., cost-benefit analysis) in support of the Climate Emergency Action Plan;

- b) AUTHORIZE the Mayor and Clerk to execute the above-noted Agreement; and,
- c) AUTHORIZE the Deputy City Manager, Environment and Infrastructure, as the Duly Authorized Officer to approve reimbursement claims to be submitted to the Ontario Ministry of Energy to receive approved funding as identified in Schedule “E” of the above-noted Transfer Payment Agreement. (2024-E17)

Motion Passed

2.8 Contract Amendment RFP 19-02 - Recycling Collection and Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.

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 February 21, 2024, related to Contract Amendment 19-02 for Recycling Collection and Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.:

- 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 8.5 (a)(ii) and Schedule A for collection of Green Bin materials;
- b) the price submitted by Miller Waste Systems Inc., to collect Green Bin materials in addition to recycling, garbage and yard waste for an annual cost of approximately \$395,000, BE ACCEPTED, noting that the net annual contract price increase is approximately \$231,000 when cost reduction associated with reduced frequency of garbage collection is included;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with the contract referenced in a) above; 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-E07)

Motion Passed

2.9 Exercise First Contract Renewal Option RFP 19-02 - Recycling, Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.

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 February 21, 2024, related to Exercise First Contract Renewal Option RFP 19-02 for Recycling, Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.:

- a) approval BE GIVEN to exercise the contract renewal provisions of section 20.2 of the Procurement of Goods and Services Policy for the first-year renewal option of RFP 19-02 Recycling Collection, Garbage and Yard

Waste Collection, as amended to include Green Bin, for a cost exceeding the threshold limits outlined in section 8.5 (a)(vi) and Schedule A of the policy noted above;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with the contract referenced above; 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. (2024-E07)

Motion Passed

3. Scheduled Items

3.1 3rd Report of the Environmental Stewardship and Action Community Advisory Committee

Moved by: S. Franke

Seconded by: S. Trosow

That the 3rd Report of the Environmental Stewardship and Action Community Advisory Committee, from the meeting held on February 7, 2024, BE RECEIVED; it being noted that a verbal delegation from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee, with respect to this matter, was received.

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

3.2 Gold Seal and Fournie Municipal Drain Improvements

Moved by: S. Franke

Seconded by: S. Trosow

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to the Gold Seal and Fournie 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 construction of the Gold Seal and Fournie Municipal Drains (2023) BE ADOPTED, it being noted the notice of the public meeting was provided in accordance with the provisions of Section 78 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 March 5, 2024 Municipal Council meeting to authorize the reconstruction of the Gold Seal and Fournie Municipal Drain 2023 project; it being noted that the third reading and enactments of the by-law would occur after the holding of the Court of Revision in connection with the project;

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

• H. and P. Johnson. (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. Trosow

Seconded by: D. Ferreira

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: J. Pribil

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 10:02 AM.

Planning and Environment Committee

Report

4th Meeting of the Planning and Environment Committee
February 21, 2024

PRESENT: S. Lewis, C. Rahman, S. Franke, S. Hillier, Mayor J. Morgan

ABSENT: Councillors S. Lehman (Chair)

ALSO PRESENT: Councillors S. Stevenson, J. Pribil and A. Hopkins; J. Adema, G. Bailey, M. Corby, I. de Ceuster, A. Curtis, K. Edwards, M. Feldberg, K. Gonyou, M. Greguol, B. House, A. Job, P. Kavcic, B. Lambert, J. Lee, T. Macbeth, S. Mathers, C. McCreery, H. McNeely, B. O'Hagan, B. Page, M. Pease, S. Tatavarti, S. Thompson, E. Williamson, S. Wilson and J. Yanchula

Remote Attendance: Councillor P. Cuddy; E. Skalski

The meeting is called to order at 1:02 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Franke

Seconded by: C. Rahman

That clauses 2.1 to 2.3, inclusive, BE APPROVED.

Yeas: (5): S. Lewis, C. Rahman, S. Franke, S. Hillier, and Mayor J. Morgan

Absent: (1): S. Lehman

Motion Passed (5 to 0)

2.1 2023 Annual Heritage Report

Moved by: S. Franke

Seconded by: C. Rahman

That the staff report dated February 21, 2024, entitled "2023 Annual Heritage Report" BE RECEIVED for information. (2024-R01)

Motion Passed

2.2 2023 Annual Development Report

Moved by: S. Franke

Seconded by: C. Rahman

That the staff report dated February 21, 2024, entitled "2023 Annual Development Report" BE RECEIVED for information. (2024-D04)

Motion Passed

2.3 Amendments to the Downtown Community Improvement Plan Financial Incentive Program Guidelines to Introduce an Office-to-Residential Conversion Grant Program

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

That, on the recommendation of the Director, Economic Services and Supports, with respect to updating the program guidelines for financial incentive programs permitted through the Downtown Community Improvement Plan, the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend By-law C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas", by deleting Schedule "1" and replacing it with Schedule "1" the new Downtown Community Improvement Plan – Financial Incentive Program Guidelines;

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-F11A)

Motion Passed

2.4 Heritage Easement Agreement for 39 Carfrae Street

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

That, the following actions be taken with respect to the proposed updated Schedule "C" and Schedule "D" for the Heritage Easement Agreement pursuant to Section 37 of the *Ontario Heritage Act* for the property located at 39 Carfrae Street:

- a) the proposed updated Schedule "C" and Schedule "D" appended to the staff report dated February 21, 2024 for the Heritage Easement Agreement pursuant to Section 37 of the *Ontario Heritage Act* for the property located at 39 Carfrae Street BE APPROVED; and,
- b) the Civic Administration BE DIRECTED to work with the applicant to address outstanding concerns with the remainder of the Heritage Easement Agreement and bring back an update by the end of June 2024;

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

- a request for delegation status from J. Gard; and,
- a communication dated February 14, 2024 from J. Gard;

it being further noted that the Planning and Environment Committee heard a verbal presentation from J. Gard with respect to 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: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (4 to 0)

ADDITIONAL VOTES:

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

That J. Gard BE GRANTED delegation status with respect to the property located at 39 Carfrae Street.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (4 to 0)

3. Scheduled Items

3.1 1160 Wharncliffe Road South and 234 Exeter Road (OZ-9450/39T-21507)

Moved by: S. Franke
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 2793774 Ontario Inc. and Goldfield 1 Ltd., relating to the property located at 1160 Wharncliffe Road South and 234 Exeter Road:

- a) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to AMEND the Official Plan for the City of London, 2016, by revising Map 1 – Place Types to change the designation of a portion of the subject lands FROM a Neighbourhoods Place Type TO a Green Space Place Type;
- b) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024 to AMEND the Southwest Area Secondary Plan, forming part of the Official Plan for the City of London, 2016, by revising Schedule 4 and Schedule 10 of the Southwest Area Secondary Plan to change the designation of a portion of the subject lands FROM a Low Density Residential designation TO a Medium Density Residential designation and an Open Space and Environmental Review designations;
- c) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) and the Southwest Area Secondary Plan as amended in parts a) and b) above, to change the zoning of the subject property FROM an Urban Reserve (UR6), an Environmental Review (ER) and a Holding Light Industrial (h-17*LI2/LI7) Zone TO a Holding Residential R1 (h*h-161*R1-3) Zone, a Holding Residential R4 (h*h100*h161*R4-4(2)), a Holding Residential R6 Special Provision (h*h-100*h161*R6-5(_)) Zone, and a Holding Residential R6 Special Provision (h*h-2*h-100*h161*R6-5(_)) Zone and an Open Space (OS4) Zone;
- d) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Plan of Subdivision for the property located at 1160 Wharncliffe Road South and 234 Exeter Road; and,

e) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by 2793774 Ontario Inc. and Goldfield 1 Ltd. (File No. 39T-21507), prepared by MHBC (Project No. 17334"j"), dated November 10, 2021;

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

- S. Allen, MHBC;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement 2020;
- the recommended zoning conforms to the policies of The London Plan, including, but not limited to, the Neighbourhood Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies;
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;
- the proposed and recommended amendments are consistent with the Provincial Policy Statement 2020, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents; and,
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

ADDITIONAL VOTES:

Moved by: S. Franke

Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: C. Rahman

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

3.2 475 Wharnccliffe Road South (Z-9687)

Moved by: C. Rahman

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, based on the application by Michael Clark Construction (c/o Strik Baldinelli Moniz Ltd.), relating to the property located at 475 Wharnccliffe Road South, the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 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 Restrictive Service Commercial (RSC2/RSC4) Zone TO a Restrictive Service Commercial Special Provision (RSC2/RSC4(_)) Zone;

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

- J. Robertson, 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 policies of The London Plan, including but not limited to the Key Directions and Urban Corridor Place Type; and,
- the recommended amendment would facilitate the reuse of the existing building with a range of potential uses that is appropriate for the context of the site;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

ADDITIONAL VOTES:

Moved by: S. Franke

Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

3.3 1494 Commissioners Road West (Z-9689)

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

That, based on the application by David Moubarak (c/o Strik Baldinelli Moniz Ltd.), relating to the property located at 1494 Commissioners Road West, the request 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 (R1-8) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone and Open Space (OS5) Zone BE REFUSED for the following reason:

i) this application does not comply with the Environmental Management Guidelines;

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.;
- S. Mirsattari;
- R. Rybansky;
- V. Hopkins;
- M. Parezanovic;
- B. McDowell;
- M. Harnadek;
- J. Goldhawk;
- Victoria;
- Ghasaq;
- F. Fernandez;
- Emma;
- S. Comiskey; and,
- T. Heath;

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

- this application does not comply with the Environmental Management Guidelines; and,
- the requested Special Provision does not provide sufficient space within the interior side yard to accommodate adequate screening, protection from boundary trees and privacy to the abutting properties;

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

Nays: (1): S. Lewis

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (3 to 1)

ADDITIONAL VOTES:

Moved by: S. Franke

Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: C. Rahman

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

3.4 1467 Wharnccliffe Road South (OZ-9680)

Moved by: S. Franke

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 Nabataeans Homes, relating to the property located at 1467 Wharnccliffe Road South:

a) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to held on March 5, 2024, to amend the Southwest Area Plan (SWAP), for the City of London by CHANGING the designation of the subject lands FROM Commercial TO Medium Density Residential on Schedule 4 Southwest Area Land Use Plan, and Schedule 10 Central Longwoods Neighbourhood Land Use Designations;

b) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 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 (UR4) Zone TO a holding Residential R8 Special Provision (h-149*R8-4()) Zone;

it being noted that no individuals spoke at the public participation meeting associated with these matters;

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2020 (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 amendments conform to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Shopping Area Place Type policies;
- the recommended amendments conform to the Southwest Area Secondary Plan, including but not limited to the Central Longwoods Neighbourhood policies; and,
- the recommended amendments would permit an appropriate form of development at an intensity that is appropriate for the site and surrounding neighbourhood;

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: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

ADDITIONAL VOTES:

Moved by: S. Franke

Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Franke

Seconded by: C. Rahman

Motion to close the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

3.5 Gloucester Deferred Trail Segment – Medway Valley Heritage Forest (South) Conservation Master Plan

Moved by: S. Franke

Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Gloucester Deferred Trail Segment of the Medway Valley Heritage Forest (South) Conservation Master Plan:

- a) the portion of the pathway and trail system from Gloucester Road (Access 12) to its connection with the pathway in the valley shown on

“Appendix A” of the Medway Valley Heritage Environmentally Significant Area (South) Conservation Master Plan BE APPROVED as a Level 2 Trail;

b) Parks and Forestry BE DIRECTED to consult on the need to establish public access through the City owned Green Acres Drive unopened highway road allowance through to Ambleside Park and report back to the appropriate Standing Committee; and,

c) the Medway Valley Conservation Master Plan Gloucester Deferred Trail segment item BE REMOVED from the Planning and Environment Committee Deferred Matters list;

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

- a communication dated February 15, 2024, from J. Madden; and,
- a communication from J. Menard;

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

- G. Sinker;
- S. Pacifico;
- A. Vanstone; and,
- J. Madden;

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: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

ADDITIONAL VOTES:

Moved by: C. Rahman

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: C. Rahman

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (2): S. Lehman, and Mayor J. Morgan

Motion Passed (4 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 (ADDED) 2nd Report of the Community Advisory Committee on Planning

Moved by: S. Franke
Seconded by: S. Hillier

That the 2nd Report of the Community Advisory Committee on Planning, from its meeting held on February 14, 2024 BE RECEIVED for information.

Yeas: (3): S. Lewis, S. Franke, and S. Hillier

Absent: (3): S. Lehman, C. Rahman, and Mayor J. Morgan

Motion Passed (3 to 0)

5.2 (ADDED) Deferred Matters List

Moved by: S. Franke
Seconded by: S. Hillier

That the Planning and Environment Committee Deferred Matters List dated February 20, 2024 BE RECEIVED for information.

Yeas: (3): S. Lewis, S. Franke, and S. Hillier

Absent: (3): S. Lehman, C. Rahman, and Mayor J. Morgan

Motion Passed (3 to 0)

6. Confidential

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

That the Planning and Environment Committee convenes In Closed Session to consider the following:

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and, a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board in connection with the property located at 39 Carfrae Street.

Yeas: (4): S. Lewis, C. Rahman, S. Franke, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (4 to 0)

The Planning and Environment Committee convenes In Closed Session from 3:56 PM to 4:36 PM.

7. Adjournment

The meeting adjourned at 4:48 PM.

Corporate Services Committee Report

4th Meeting of the Corporate Services Committee
February 26, 2024

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

ABSENT: S. Stevenson

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, I. Collins, M. Daley, J. Dann, D. Escobar, J. McMillan, K. Murray, J. Paradis, T. Pollitt, E. Skalski, B. Warner

Remote Attendance: Councillor E. Pelozza; E. Bennett, E. Hunt

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: C. Rahman

That consent items 2.1 and 2.2 BE APPROVED.

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

Absent: (1): S. Stevenson

Motion Passed (4 to 0)

2.1 Respectful Workplace Policy 2024 Update

Moved by: P. Cuddy

Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Enterprise Supports, and concurrence of the City Manager, the following actions be taken:

a) the Respectful Workplace Policy 2024 Update Report from the Deputy City Manager, Enterprise Supports BE RECEIVED;

b) the proposed by-law, as appended to the staff report dated February 26, 2024 as Appendix "A", being a by-law to repeal Council Policy By-law CPOL.-396-7, being "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" and replace it with the updated Council Policy entitled "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)", BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024; and

c) the Civic Administration BE DIRECTED to review and update all policies and websites that refer to the Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination).

Motion Passed

2.2 SS-2024-072 Single Source Mobility Contract

Moved by: P. Cuddy
Seconded by: C. Rahman

That on the recommendation of the Deputy City Manager, Enterprise Supports the following actions be taken, with respect to Mobile Devices and Services:

- a) approval hereby BE GIVEN to approve an extension to the Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. ("Rogers") to March 31, 2025; it being noted that the Master Agreement Adoption Agreement was a single source procurement approved pursuant to s. 14.4(g) of the Procurement of Goods and Services policy;
- b) the proposed by-law as appended to the staff report dated February 26, 2024 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024:
 - i) the Deputy City Manager, Enterprise Supports BE AUTHORIZED to approve an amending agreement to extend the Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers from February 1, 2024 to July 31, 2024;
 - ii) the Deputy City Manager, Enterprise Supports BE AUTHORIZED to approve an amending agreement to extend the Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers from August 1, 2024 to March 31, 2025, conditional on the Ontario Master Agreement between His Majesty the King in right of Ontario and Rogers being extended to March 31, 2025 or beyond March 31, 2025;
 - iii) the Mayor and City Clerk BE AUTHORIZED to execute the amending agreements to the Master Agreement Adoption Agreement;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this matter;
- d) approval hereby given BE CONDITIONAL upon the Corporation negotiating the maintaining of satisfactory prices, terms and conditions with Rogers Canada Co. to the satisfaction of the Director, Information Technology Services; and
- e) approval hereby given BE CONDITIONAL upon the Corporation entering a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

2.3 2024 Tax Policy Expectations

Moved by: P. Van Meerbergen
Seconded by: H. McAlister

That the following actions be taken with respect to the 2024 Tax Policy Expectations:

- a) the Civic Administration BE DIRECTED to include an individual line item on the 2024 City of London final property tax billing and their accompanying property tax pamphlet identifying the impact of legislative changes set out in the 2024-2027 Multi-Year Budget; and
- b) on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 26, 2024 BE RECEIVED for information.

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

Absent: (1): S. Stevenson

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

Moved by: C. Rahman

Seconded by: P. Cuddy

That Items for Direction 4.1 and 4.2 BE APPROVED

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

Absent: (1): S. Stevenson

Motion Passed (4 to 0)

4.1 Application - Issuance of Proclamation - U.N. Day for the Elimination of Racial Discrimination

Moved by: C. Rahman

Seconded by: P. Cuddy

That based on the application dated February 8, 2024 from the London & Middlesex Local Immigration Partnership, March 21, 2024 BE PROCLAIMED as U.N. Day for the Elimination of Racial Discrimination.

Motion Passed

4.2 Application - Issuance of Proclamation - National Hunting, Trapping and Fishing Day

Moved by: C. Rahman

Seconded by: P. Cuddy

That based on the application dated January 22, 2024 from the Ontario Federation of Anglers and Hunters OFAH, September 21, 2024 BE PROCLAIMED as National Hunting, Trapping and Fishing Day.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: C. Rahman

Seconded by: P. Cuddy

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

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

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

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

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

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

Absent: (1): S. Stevenson

Motion Passed (4 to 0)

The Corporate Services Committee convenes In Closed Session from 1:26 PM to 1:38 PM.

7. **Adjournment**

Moved by: P. Cuddy

Seconded by: C. Rahman

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:41 PM.

Community and Protective Services Committee

Report

The 4th Meeting of the Community and Protective Services Committee
February 20, 2024

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

ALSO PRESENT: Councillor S. Stevenson; K. Dickins, A. Job, O. Katolyk, E. Ling, L. Marshall, S. Mathers, N. Musicco, C. Smith, T. Pollitt and J. Bunn (Committee Clerk)

Remote Attendance: Councillors S. Franke and C. Rahman; E. Bennett, E. Hunt and E. Skalski

The meeting was called to order at 1:01 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 2nd Report of the Animal Welfare Community Advisory Committee

Moved by: D. Ferreira

Seconded by: H. McAlister

That the following actions be taken with respect to the 2nd Report of the Animal Welfare Community Advisory Committee, from the meeting held on February 1, 2024:

a) any discussion of the coexistence strategies for Canada Geese and ducks BE FORWARDED to the Co-Existence with Geese Animal Welfare Community Advisory Committee Sub-Committee for consideration; it being noted that P. Yeoman, Director, Parks and Forestry will provide an update in the spring, 2024;

b) a representative from Corporate Communications BE INVITED to the March 6, 2024 Animal Welfare Community Advisory Committee meeting to provide an outline of the proposed images for the bird friendly glass and light applications display for public education and awareness; and,

c) clauses 1.1, 1.2, 3.1 and 5.3 BE RECEIVED.

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

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Housekeeping Amendments - Yard and Lot Maintenance By-law - Administrative Monetary Penalty System By-law

Moved by: S. Trosow

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated February 20, 2024, related to the Yard and Lot Maintenance By-law and Administrative Monetary Penalty System By-law:

- a) the revised attached by-law BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, being “a By-law to require the owner or occupant of land to clean and clear the land, or to clear refuse from the land, not including buildings” to repeal and replace the City’s existing Yard and Lot Maintenance By-law No. P.W.-9;
- b) the revised attached by-law BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to increase the penalty amounts in Schedule A-4 pertaining to the Yard and Lot Maintenance By-law; and,
- c) the revised attached by-law BE INTRODUCED at the Municipal Council Meeting to be held on March 5, 2024, to repeal Council Policy CPOL. -172-424, regarding Naturalized Areas and Wildflower Meadows. (2024-C01)

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

Moved by: J. Pribil
 Seconded by: S. Trosow

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

4. Items for Direction

4.1 Regulation of the Display of Graphic Images

Moved by: H. McAlister
 Seconded by: D. Ferreira

That the staff report, dated February 20, 2024, BE REFERRED back to the Civic Administration and the Civic Administration BE DIRECTED to bring forward a draft by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2 2024;

it being noted that the communications, as appended to the Added Agenda, from J. Gunnarson, A. Polizogopoulos, A. Honner, M. McCann and J. Jeffs, with respect to this matter, were received. (2024-C01)

Additional Votes:

Moved by: H. McAlister
 Seconded by: D. Ferreira

Motion to approve:

"That the staff report, dated February 20, 2024, BE REFERRED back to the Civic Administration and the Civic Administration BE DIRECTED to bring forward a draft by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2 2024;"

Yeas: (4): E. Pelozza, H. McAlister, S. Trosow, and D. Ferreira

Nays: (1): J. Pribil

Motion Passed (4 to 1)

Moved by: H. McAlister

Seconded by: D. Ferreira

Motion to approve:

"it being noted that the communications, as appended to the Added Agenda, from J. Gunnarson, A. Polizogopoulos, A. Honner, M. McCann and J. Jeffs, with respect to this matter, were received."

Yeas: (4): E. Pelozza, H. McAlister, S. Trosow, and D. Ferreira

Nays: (1): J. Pribil

Motion Passed (4 to 1)

5. Deferred Matters/Additional Business

5.1 (ADDED) Councillor E. Pelozza - Rescheduling of Community and Protective Services Committee Meeting - April 8, 2024

Moved by: D. Ferreira

Seconded by: E. Pelozza

That the Community and Protective Services Committee meeting scheduled for April 8, 2024 at 1:00 PM BE RESCHEDULED to commence at 10:00 AM on April 8, 2024. (2024-C04)

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

Motion Passed (5 to 0)

6. Confidential

Moved by: D. Ferreira

Seconded by: H. McAlister

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose regarding the regulation of the display of graphic images.

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

Motion Passed (5 to 0)

The Community and Protective Services Committee convened In Closed Session from 1:54 PM to 2:55 PM.

7. Adjournment

The meeting adjourned at 3:34 PM.

“Appendix A”

Bill No. XXX
2024

By-law No. _____

A by-law to require the owner or occupant of land to clean and clear the land, or to clear refuse from the land, not including buildings, and to repeal By-law PW-9

WHEREAS Section 2 of the *Municipal Act, 2001* provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under the *Municipal Act, 2001* and many other Acts for the purpose of providing good government with respect to those matters;

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;

AND WHEREAS Section 10 of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting matters including: 5. Health, safety and well-being of persons; 8. Protection of persons and property; 10. Structures, including fences and signs;

AND WHEREAS Section 127 of the *Municipal Act, 2001* provides that a municipality may require the owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from the land, not including buildings; may regulate when and how matters required under the by-law may be done; may prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land; may define “refuse” for the purpose of the by-law;

AND WHEREAS Section 128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances.

AND WHEREAS Section 129 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to odour and dust;

AND WHEREAS Subsection 446(1) of the *Municipal Act, 2001* provides that a municipality may direct that in default of clearing the land of refuse by the person directed or required to do it, the cleaning and clearing of land shall be done at the person’s expense;

AND WHEREAS Subsection 446(2) of the *Municipal Act, 2001* provides that a municipality may enter upon land at any reasonable time for the purpose of cleaning and clearing the land of refuse;

AND WHEREAS the City’s *Inspections By-law A-30 (Entry on Land)* governs the City’s Powers of Entry for the purposes of carrying out inspections, and section 435 of the *Municipal Act, 2001* sets out general conditions for the Powers of Entry, including that the person exercising the power may be accompanied by a person under his or her direction;

AND WHEREAS Section 446(3) of the *Municipal Act, 2001* provides that a municipality may recover the costs of clearing the land from the person directed or required to do it and the municipality may recover the costs by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS Section 391 of the *Municipal Act, 2001* provides that a municipality may impose fees or charges on any class of persons for services or activities provided or done by or on behalf of it, and which by-law may provide for interest charges and other penalties, including the payment of collection costs, for fees and charges that are due and unpaid;

AND WHEREAS the *Police Services Act*, R.S.O. 1990, Section 15 authorizes the municipality to appoint persons to enforce the by-laws of a municipality and that Municipal Law Enforcement Officers are Peace Officers for the purpose of enforcing municipal by-laws;

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

Part 1

DEFINITIONS

1.1 Definitions

In this by-law, the following definitions shall apply:

“Art Mural” means a work of art depicting a scene or theme created in a specified location on a surface that has been approved by the property owner and deliberately implemented for the purposes of beautifying the specific location.

“City” means the corporation of the City of London.

“Compost Container” means an outdoor receptacle designed for the purpose of storing nonliving plant material as it decomposes into for use as a soil amendment. This does not include a City of London Green Bin.

“Corner Visibility Triangle” means a triangular area formed within a corner lot by the intersecting lot lines abutting two streets, or the projections thereof, and a straight line connecting them 5.4 metres (17.7 feet) from their point of intersection.

“Director” means the Director of Municipal Compliance for the City of London or their authorized representative.

“Driveway Visibility Triangle” means a triangular area formed by the intersection of the lateral limit of the travelled portion of a driveway and the street line or sidewalk (if existing) or the projections thereof, and a straight line connecting them 2.7 metres (8.9 feet) from their point of intersection.

“Graffiti” means one or more letters, symbols, figures, etchings, scratches, inscriptions, stains, or other markings that disfigure or deface, howsoever made or otherwise affixed or applied to a building, structure, surface, or thing, but does not include an Art Mural, nor a sign authorized under the City’s Sign By-law.

“Inoperative Vehicle” shall mean a licensed or unlicensed vehicle having damaged, deteriorated, removed, or missing parts or equipment necessary for its safe operation.

“Land” includes yards, vacant lots, or any part of a lot which is not beneath a building; and for the purpose of this by-law includes unenclosed decks, unenclosed porches, unenclosed carports, and unenclosed garages accessory to a residential use.

“Last Known Address” means the address which appears on the last revised assessment roll of the City.

“Lawn” means perennial turfgrass grown for ground cover, of a type that forms a dense, uniform turf when mown, including but not limited to Kentucky bluegrass, perennial ryegrass, or fine fescue.

“Officer” means a police officer or a municipal law enforcement officer of the City of London.

“Owner” includes a lessee or occupant of the land eighteen (18) years of age or older.

“Prohibited Plant” means any plant species designated by the Director as shown on *Schedule A – Prohibited Plants*.

“Receptacle” means a container used to hold refuse and includes green bins, green bin carts, recyclable material collection receptacles, waste collection receptacles and yard material collection receptacles.

“Refuse” means garbage, waste, or rubbish of any kind, including but not limited to;

- a) rubble, debris, earth, rocks, and stones;
- b) tree cuttings, limbs, and brush;
- c) Inoperative Vehicles, and/or vehicle parts;
- d) mechanical, electrical, and any kind of equipment or parts;
- e) any type of tank including a fuel tank, oil tank, or water tank;
- f) any and all domestic goods, furniture, or appliances;
- g) recyclable material such as paper, cardboard, containers, or cartons;
- h) material from construction or demolition projects;
- i) liquids or effluents;
- j) bones, feathers, animal hides or carcasses;
- k) commercial shopping carts, and;
- l) unlicensed Donation Bins;

even where such material has commercial value.

“Unlicensed Donation Bin” means a donation bin that is not owned or managed by a licensed Donation Bin Business in City of London as per the *Business Licensing By-law*.

“Vegetative Growth” means a plant garden and includes, without limiting the generality of the foregoing, an annual or perennial flower garden, food garden, rain garden, hedge, shrub, plant, vine, and groundcover, but does not include trees or Lawn.

Part 2

GENERAL PROVISIONS

2.1 Administration of By-law:

This by-law is administered by Municipal Compliance, Planning & Economic Development Services Department of The Corporation of the City of London.

2.2 Removal of Refuse, Prohibited Plants, and Graffiti

1. An Owner shall remove any Refuse from their Land so that it is left in a clean and clear condition.
2. An Owner shall ensure their Land is kept clean, clear, and free from objects or conditions, that may create a public health or safety hazard, or a nuisance.
3. An Owner shall ensure their Land is kept free and clear of any Prohibited Plants.

4. An Owner shall keep their Land, including any buildings, structures, fences, and surfaces free and clear of Graffiti.

2.3 Vegetative Growth & Lawn

1. An Owner shall ensure Lawn on their Land does not exceed 20cm (8 inches) in height or length.
2. An Owner shall ensure Vegetative Growth on their Land does not exceed 0.9m (3 feet) in height within any Corner Visibility Triangle or Driveway Visibility Triangle.
3. An Owner shall ensure that Vegetative Growth or Lawn on their Land do not create a public health or safety hazard, or a nuisance.

2.4 Containment and Storage of Refuse

1. Every Owner shall ensure that Refuse is stored in Receptacles that:
 - (a) are made of rigid, watertight construction;
 - (b) have a tight-fitting cover, which may be removed only when the container is empty or when actively loaded or cleaned;
 - (c) are maintained in good condition without holes or spillage;
 - (d) are kept clean to prevent the escape of waste, prevent litter or offensive odours, and;
 - (e) are appropriate for, and capable of, containing all refuse generated by the uses and users the receptacles serve, in accordance with the *Municipal Waste and Resource Materials Collection By-law WM-12*, or any successor by-law.
2. Every Owner shall ensure Refuse is placed for collection in accordance with the *Municipal Waste and Resource Materials Collection By-law WM-12*, or its successor.
3. Every Owner shall ensure Refuse is not stored or kept for longer than 14 days.
4. Where an exterior bin or bulk storage container storage system is used to store Refuse the Owner shall ensure that all exterior bin or bulk storage containers are:
 - (a) equipped with lids, covers, or similar devices which are readily operable but not left open except when actively being loaded;
 - (b) large enough to contain all waste generated between collections by the occupants the system is designed to serve;
 - (c) not loaded beyond the top of the container, and;
 - (d) kept neat, tidy, litter, and vermin free.

2.5 Outdoor Furniture

Every Owner shall ensure that any furniture that is located on their Land is kept in a clean, neat, and tidy condition and maintained in good repair.

2.6 Swimming Pool Water

Every Owner shall ensure water within a swimming pool on their Land is kept in a condition which is not;

- (a) a health or safety hazard;
- (b) malodorous, or;
- (c) a breeding place or habitat for animals, including insects.

Part 3

PROHIBITIONS

3.1 Refuse Deposited on Land - prohibited

No person shall throw, place, or deposit Refuse on any Land without lawful authority

3.2 Refuse not cleared from Land – prohibited

No Owner shall fail to clear their Land of refuse.

3.3 Vegetative Growth and Lawn – fail to maintain - prohibited

No Owner shall fail to maintain Vegetative Growth or Lawn on their Land in accordance with the provisions of this by-law.

3.4 Prohibited Plants – removal

No Owner shall fail to remove Prohibited Plants identified as part of this by-law from their Land.

3.5 Refuse Containment - prohibited

No Owner shall fail to contain Refuse within Receptacles maintained in accordance with the provisions of this by-law.

3.6 Excavation – failure to enclose – prohibited

No Owner shall fail to enclose any excavation on their Land with a temporary barrier at least 122 centimetres (48 inches) in height.

3.7 Water – 30 cm deep – failure to drain – prohibited

No Owner shall fail to drain an accumulation of water on their Land that exceeds 30 centimetres (12 inches) in depth

3.8 Outdoor Furniture – fail to maintain – prohibited

No Owner shall fail to maintain outdoor furniture on their Land in accordance with the provisions of this by-law.

3.9 Swimming Pool Water – fail to maintain - prohibited

No Owner shall fail to keep or maintain the water in a swimming pool on their Land in accordance with the provisions of this by-law.

3.10 Graffiti - removal

No Owner shall fail to remove Graffiti from buildings, structures, erections, or objects on their Land in accordance with this by-law.

3.11 Obstruction of Officer - prohibited

No person shall obstruct or hinder, or attempt to obstruct or hinder, an Officer in the enforcement of the provisions of this by-law.

3.12 Contravention of Order - prohibited

No Owner shall contravene a Work Order or an Order to Discontinue Activity.

3.13 Failure to comply with Administrative Regulations - prohibited

No Owner shall fail to comply with any administrative regulations made as part of this by-law.

Part 4

EXEMPTIONS

4.1 Active Construction – exemption

Section 2.4 of this by-law does not apply to Land on which construction is proceeding under a valid building permit except where materials have been removed from an existing building or are awaiting disposal.

4.2 Site Plan – exemption

Section 2.4 of this by-law does not apply to Land where approval under the Site Plan Control Area By-law has been obtained that includes regulations pertaining to the containment and location of garbage.

4.3 Outdoor storage – lawful – exemption

Section 2.4 of this by-law does not apply to Land which is lawfully used for outdoor storage of materials in compliance with the applicable zoning and licensing by-laws and regulations so long as the materials are not deemed by the City to be Refuse.

4.4 City Lands and Parks - exempted

This By-law does not apply to Land, including parks, owned or operated by the City of London, except with regard to Part 3, Prohibitions, Section 3.1.

4.5 Natural bodies of water – exemption

Sections 2.6 and 3.5 of this by-law do not apply to natural bodies of water.

4.6 Normal Farm Practices – exempted

This By-law does not apply to normal farm practices carried on as part of an agricultural operation, as per the *Farming and Food Production and Protection Act, 1998*.

4.7 Weed Control Act

The provisions of the *Weed Control Act* with respect to the destruction of noxious weeds take precedence over this By-law where noxious weeds or weed seeds are close enough to any land used for agricultural or horticultural purposes such that they interfere with that use, as per section 22 of the *Weed Control Act*.

4.8 Compost in a Compost Container – not Refuse

Compost kept in a Compost Container shall not be considered Refuse.

PART 5

ENFORCEMENT & INTERPRETATION

5.1 Offence – fine for contravention

Any person who contravenes any provision of this by-law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the Provincial Offences Act.

5.2 Continuation – repetition – prohibited – by Order

The court in which a conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted.

5.3 Default – not remedied – fee

Where anything required or directed to be done in accordance with this by-law is not done, the Director may upon such notice as they deem suitable, do such thing at the expense of the Owner, and in so doing may charge an administrative fee as provided in

the City of London *Fees and Charges By-law*. Any expenses and fees incurred by the City that are not paid by the Owner may be recovered by action or by adding the costs to the municipal tax roll and collecting them in the same manner as property taxes.

5.4 Removal - immediate disposal

Where any of the matters or things are removed in accordance with section 5.3 of this by-law, the matters or things may be immediately disposed of by the Director.

5.5 Officer – entry to inspect

An Officer designated to perform inspections pursuant to this by-law may, at all reasonable times, enter onto Land for the purposes of inspection of the Land.

5.6 City – bring property to compliance

Where the City proceeds pursuant to section 5.3 of this by-law, an Officer may enter onto Land accompanied by any person under their direction and with the appropriate equipment as required to bring the property into compliance with this by-law.

5.7 Order to Discontinue Activity

If an Officer is satisfied that this by-law has been contravened, the officer may make an order, known as an Order to Discontinue Activity, requiring the person who contravened the by-law, or who caused or permitted the contravention, or the Owner of the Land on which the contravention occurred, to discontinue the contravention.

5.8 Order to Discontinue Activity - particulars

An Order to Discontinue Activity shall set out:

- (a) the municipal address of the property on which the contravention occurred;
- (b) the date of the contravention;
- (c) the reasonable particulars of the contravention of the by-law;
- (d) the date by which there must be compliance with the order; and
- (e) the date on which the order expires.

5.9 Order to Discontinue Activity - service

The Order to Discontinue Activity may be served personally on the person to whom it is directed or by regular mail to the Last Known Address of that person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be effected by registered mail to the corporate mailing address.

5.10 Work Order – contravention of by-law

If an Officer is satisfied that a contravention of the by-law has occurred, the Officer may make an order, known as a Work Order, requiring the person who contravened the by-law or who caused or permitted the contravention or the Owner of the Land on which the contravention occurred to do the work to correct the contravention.

5.11 Work Order - contents

A Work Order shall set out:

- a) the municipal address or the legal description of the Land;
- b) reasonable particulars of the contravention and of the work to be done;
- c) a deadline, being a specific date, for compliance with the Work Order; and
- d) a notice that if the work is not done in compliance with the Work Order by the deadline, the municipality may have the work done at the expense of the owner and the cost of the work may be recovered by adding the amount to the property's tax roll.

5.12 Work Order – service

A Work Order may be served personally on the person to whom it is directed or sent by regular mail to the Last Known Address of that person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be affected by registered mail to the corporate mailing address.

5.13 Administrative Monetary Penalty for Failing to Comply

Each person who fails to comply with any provision of this By-law shall, upon issuance of an administrative penalty notice in accordance with the *Administrative Monetary Penalty System By-law*, be liable to pay the City an administrative monetary penalty.

5.14 Interpretation

In the interpretation of this by-law, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust, and unincorporated organization.

Part 6 POWERS OF THE DIRECTOR

6.1 In addition to any other power, duty or function delegated in this By-law, the Director may make administrative regulations under this By-law including:

- (a) prescribing the format and content of any forms or other documents required under this By-law, and;
- (b) adding or removing plant species to or from the List of Prohibited Plants

Part 7 REPEAL – ENACTMENT

7.1 By-law – previous

By-law P.W.-9 and all of its amendments are hereby repealed.

7.2 Effective date

This by-law comes into force and effect on the day it is passed.

7.3 Short Title

The short title of this by-law shall be the “Yard and Lot Maintenance By-law”.

8. This by-law comes into force and effect on March 5, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on March 5, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Appendix “B”

Bill No. _____
2024

By-law No. - _____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to repeal and replace Schedule A-4

WHEREAS section 434.1 of the *Municipal Act, 2001* and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

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

1. That Schedule “A-1” to By-law No. A-54 be amended to include By-law PW- being “Yard and Lot Maintenance By-law” as a designated by-law under the Administrative Monetary Penalty System By-Law;
2. That the attached schedule “A-4” be added to By-law No. A-54 provide for a penalty Schedule for By-law PW- _____ being the “Yard and Lot Maintenance By-law”;
3. This by-law comes into force and effect on March 5, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

**Schedule “A-4”
Penalty Schedule for Yard and Lot Maintenance By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the By-law Section listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the By-law Section listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Provision Creating or Defining Offence	Column 4 Administrative Penalty Amounts
1	Deposit refuse on any property without authority	Part 3, Section 3.1	\$300.00
2	Fail to clear land of refuse	Part 3, Section 3.2	\$300.00
3	Fail to maintain vegetative growth or lawn in accordance with by-law	Part 3, Section 3.3	\$300.00
4	Fail to remove prohibited plant(s) in accordance with by-law	Part 3, Section 3.4	\$300.00
5	Fail to contain or store refuse in accordance with by-law	Part 3, Section 3.5	\$300.00
6	Fail to enclose excavation with temporary barrier (122cm / 48 inches) high	Part 3, Section 3.6	\$300.00
7	Fail to drain accumulation of water over (30cm / 12 inches) deep	Part 3, Section 3.7	\$300.00
8	Fail to maintain outdoor furniture in accordance with by-law	Part 3, Section 3.8	\$300.00
9	Fail to maintain water in swimming pool in accordance with by-law	Part 3, Section 3.9	\$300.00
10	Fail to remove graffiti in accordance with by-law	Part 3, Section 3.10	\$300.00
11	Hinder or obstruct officer in accordance with by-law	Part 3, Section 3.11	\$300.00
12	Attempt to hinder or obstruct officer in accordance with by-law	Part 3, Section 3.12	\$300.00
13	Contravene or fail to comply with a Work order or an Order to Discontinue Activity in accordance with by-law	Part 3, Section 3.13	\$300.00
14	No person shall fail to comply with any administrative regulations in accordance with the by-law	Part 3, Section 3.14	\$300.00

Appendix “C”

Bill No. _____
2024

By-law No. - _____

A by-law to repeal By-law No. CPOL.-
172-424 as amended, being
“Naturalized Areas and Wildflower
Meadows”

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London passed By-law No. CPOL.-172-424, being “Naturalized Areas and Wildflower Meadows”.

NOW THEREFORE the Municipal Council of The Corporation of the City of London takes the following action:

1. By-law No. CPOL.-172-424, as amended, being “Naturalized Areas and Wildflower Meadows”, is hereby repealed.
2. This by-law comes into force and effect on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Audit Committee Report

February 14, 2024

PRESENT: Councillors E. Pelozo (Chair), P. Cuddy, J. Pribil

ABSENT: S. Stevenson, I. Cheema

ALSO PRESENT: L. Livingstone, A. Barbon, I. Collins, M. Daley, K. denBok (KPMG), P. Ladouceur, J. Paradis, M. Redden (KPMG), T. Pollitt, M. Schulthess, S. Swance, J. Taylor

Remote Attendance: R. Armistead, S. Hejazi (MNP), E. Hunt, D. Jaswal (MNP), J. McCloskey, K. Pawelec, D. Thompson

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

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That is BE NOTED that no pecuniary interests were disclosed.

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

Moved by: P. Cuddy

Seconded by: J. Pribil; and

That Councillor S. Stevenson BE APPOINTED as Vice Chair for the term ending November 30, 2024.

Motion Passed

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Briefing Note From Internal Audit - MNP

Moved by: P. Cuddy

Seconded by: J. Pribil; and

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

Motion Passed

4.2 Internal Audit Follow Up Activities Dashboard - MNP

Moved by: P. Cuddy

Seconded by: J. Pribil; and

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

Motion Passed

4.3 Downtown Closed Circuit Television Program - KPMG

Moved by: P. Cuddy
Seconded by: J. Pribil; and

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2023, BE RECEIVED.

Motion Passed

4.4 Audit Planning Report - KPMG

Moved by: J. Pribil; and
Seconded by: P. Cuddy

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2023, BE APPROVED.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: P. Cuddy
Seconded by: J. Pribil; and

That the Audit Committee convenes In Closed Session to consider the following:

6.1 Security of Property

A matter pertaining to the security of the property of the municipality or local board.

Motion Passed

That the Audit Committee convenes In Closed Session from 12:27 PM to 12:40 PM.

7. Adjournment

Moved by: P. Cuddy
Seconded by: J. Pribil; and

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:40 PM.

Bill No. 74
2024

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 5th day of March
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 March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 75
2024

By-law No. A.-

A by-law to repeal By-law No. A.-7951-78
being “A by-law to appoint Lynne Livingstone
as City Manager”.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a
municipal power shall be exercised by by-law;

AND WHEREAS the Municipal Council appointed Lynne Livingstone as
City Manager by By-law A.-7951-78 on March 2, 2020;

AND WHEREAS Lynne Livingstone has announced her retirement from
her position of City Manager effective March 15, 2024;

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

1. By-law No. A.-7951-78 being “A by-law to appoint Lynne Livingstone as
City Manager” is hereby repealed.
2. This by-law shall come into force and effect on March 15, 2024 subject to
the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on March 5, 2024 subject to the provisions of
PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 76
2024

By-law No. A.- _____ - _____

A by-law to approve the Transfer Payment Agreement with the Province for the purpose of updating the energy mapping and financial models in support of the Climate Emergency Action Plan; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

AND WHEREAS section 10 of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and may pass by-laws respecting economic, social and environmental well-being of the municipality, and may pass by-laws respecting services and 'things the municipality is authorized to provide';

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 Transfer Payment Agreement, attached as Schedule A, to be entered into between The Corporation of the City of London and His Majesty the King in right of Ontario as represented by the Minister of Energy, for the purpose of updating the energy mapping and financial models (i.e., cost-benefit analysis) in support of the Climate Emergency Action Plan is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. The Deputy City Manager, Environment & Infrastructure, is the Duly Authorized Officer to approve reimbursement claims to be submitted to the Ontario Ministry of Energy to receive approved funding as identified in Schedule "E" of the attached Transfer Payment Agreement.
4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – March 5, 2024
Second reading – March 5, 2024
Third reading – March 5, 2024

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 26th day of March, 2024

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Minister of Energy**

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this 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 The agreement, together with:

- 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, and

any amending agreement entered into as provided for in section 4.1, 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 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.

3.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronic signature.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the Broader Public Sector Accountability Act, 2010 (Ontario);

(c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO as represented by the
Minister of Energy**

The Corporation of the City of London

Name: Krista, Adams
Title: Director, Conservation Programs
and Partnerships Branch

Name: Josh Morgan
Title: Mayor

Date

Date

Name: Michael Schulthess
Title: City Clerk

Date

We 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 A13.1.

"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.

“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, His ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds 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 A13.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“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 authority 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, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient 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 designated by the Recipient 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 as the Province may request 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;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has 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:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the Broader Public Sector Accountability Act, 2010 (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written 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 provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **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 otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, 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 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's 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 provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

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 at least 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 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines

that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, 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; or
- (d) the Recipient ceases to operate.

A13.2 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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(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.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the 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; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **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 an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **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 as provided for in Schedule "B".

A16.5 **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.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **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 email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(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, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **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. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced 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 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$25,000
Expiry Date	September 1, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$0
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province (primary)	<p>Name: Ministry of Energy</p> <p>Attention: Jamelia Alleyne, Senior Advisor</p> <p>Address: 77 Grenville Street, 5th Floor, Toronto, ON M7A 2C1</p> <p>Phone: 437- 553-4115</p> <p>Email: Jamelia.s.alleyne@ontario.ca</p>
Contact information for the purposes of Notice to the Province (secondary)	<p>Name: Ministry of Energy</p> <p>Attention: Adam Khan, Manager, Conservation Programs and Partnerships</p> <p>Address: 77 Grenville Street, 5th Floor, Toronto, ON M7A 2C1</p> <p>Phone: 437- 232-1370</p> <p>Email: Adam.Khan@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: The Corporation of the City of London</p> <p>Attention: Jamie Skimming, Manager, Energy and Climate Change</p> <p>Address: 300 Dufferin Avenue, London ON, N6A 4L9</p> <p>Phone: (905) 661-2489 x5204</p> <p>Email: jskimmin@london.ca</p>

<p>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</p>	<p>Name: The Corporation of the City of London</p> <p>Attention: Anna Lisa Barbon, Deputy City Manager, Finance Supports</p> <p>Address: 300 Dufferin Avenue, London ON, N6A 4L9</p> <p>Phone: (519) 661-2489 x4705</p> <p>Email: abarbon@london.ca</p>
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Additional Provisions:

1.0 Article A4.0 of Schedule “A” is amended by adding the following section A4.6.1:

A4.6.1 **Reallocation.** Despite section A4.3, where the Funds for a task (as such tasks are listed in Schedule “D”) that the Recipient is entitled to receive from the Province under Schedule “D” are less than the maximum amount of Funds allocated for that task, the Recipient may reallocate such difference to another task that is outlined in Schedule “D” to the extent that the Funds the Recipient is entitled to receive from the Province for that other task are more than the maximum Funds allocated for that other task under Schedule “D”.

A4.6.2 **Prior Approval.** The Recipient shall not proceed with a reallocation described in section A4.6.1 without the prior written approval of the Province to do so, unless the reallocation is between tasks within the same Milestone as outlined in Schedule “D” in which case the Recipient will be required to report the reallocation in the relevant Milestone Status Package (MSP) submitted to the Province as outlined in Schedule “F”.

2.0 The Agreement is amended by the insertion of new Article A29.0 as follows:

A29.0 OPEN DATA

A29.1 **Open Data.** The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objective/goals, Project locations, Project results reported by the Recipient and the Budget.

SCHEDULE “C” PROJECT

Project Background

The Municipal Energy Plan program (“MEP Program”) is designed to help Ontario municipalities understand their energy use through a community energy planning process.

Municipalities, through the MEP Program, create a Community Energy Plan (the “Plan”) to improve energy efficiency, reduce energy consumption and greenhouse gas emissions, foster green energy solutions and support economic development.

Scope of Project

The Recipient previously completed their Climate Emergency Action Plan (“CEAP”), which was approved by London City Council in April, 2022. The Project will augment the CEAP by updating the energy mapping and financial models (i.e. cost-benefit analysis).

The details of each stage to be completed by the Recipient are as outlined below.

The Province shall provide the Funds to the Recipient, in accordance with the Agreement, in order to support a portion of the costs associated with the Project.

If applicable, the Recipient shall prepare a request for proposals (RFP) to engage a qualified consultant to undertake some or all stages of the Project and evaluate the proposals received from proponents.

The Recipient shall complete the following Project milestones:

Milestone 1: Low Carbon Scenario and Financial Modelling

The Recipient will complete the following actions:

- Review of CEAP actions;
- Presentation to the Recipient’s staff (targets and actions);
- Low carbon scenario modelling;
- Presentation to the Recipient’s staff (emission reduction scenarios);
- Financial modelling.

Upon completion of Milestone 1, the Recipient shall provide to the Province:

- A summary of the notes from the first two presentations to the Recipient’s staff;

- and
- A summary of the results of the financial modelling and low carbon scenario.

Milestone 2: Final Document

The Recipient will complete the following actions:

- Completion of the draft document;
- Third presentation to the Recipient’s staff to consult on the draft document;
- Completion of the final document.

Upon completion of Milestone 2, the Recipient shall submit to the Province:

- The final document or Plan, which shall include at a minimum:
 - An acknowledgment of project funding support provided by the Government of Ontario;
 - Identification of internal or external resources that will assist in plan implementation;
 - A summary of stakeholder engagement undertaken and how stakeholders will continue to be engaged in the future; and
 - An outline of how the Plan will be communicated to the stakeholders.

The final document must be approved by the Recipient’s Municipal Council and provided to the Province. The Province will provide comments and suggestions to be revised by the Recipient, as necessary.

Timelines

The Recipient has 12 months to complete the Project. The expected start date of the Project is March 26, 2024, and expected completion date is March 26, 2025. The Recipient will advise the Province if the Project will begin later than the expected start date.

The table below outlines the timelines associated with the specific tasks for each milestone of this Project, as outlined in Schedule “D”:

PROJECT MILESTONE	EXPECTED COMPLETION DATE
Milestone 1: Low Carbon Scenario and Financial Modelling	November 1, 2024
Milestone 2: Final Document	March 1, 2025

SCHEDULE “D”

Province’s Detailed Contribution Breakdown

Stage	Milestone	Task Name (List each Item/task on a separate line)	Task Lead (e.g. Recipient, Consultant)	Detailed Description of Tasks and associated costs (e.g. staffing costs including staff title and role on the project; venue, hospitality, non-local travel for stakeholder engagement sessions)	Province’s Maximum Allocation per Milestone, \$
1	1	Review of CEAP actions	Consultant (SSG)	SSG will work with Recipient staff to review, categorize, and evaluate the actions approved from the CEAP. The 200 actions will be grouped and evaluated based on their estimated impacts.	\$12,000
		Staff presentation - targets & actions	Consultant (SSG)	SSG will present analysis of the BAU, targets and catalogue of actions to staff and stakeholders. Based on the discussion, SSG will recommend final emissions reduction targets and a slate of low-carbon actions to model.	
		Low carbon scenario	Consultant (SSG)	The prioritized actions will be prepared in CityInSight and modelled for their energy and emissions effects between the baseline year and 2050. The scenario will include year-over-year energy and emissions projections under low-carbon action implementation. All modelled data results will have graphic representations, making the data easy to digest.	
		Staff presentation - Emission reduction scenarios	Consultant (SSG)	This workshop will review the estimated impacts of climate actions for the Recipient and community. Participants will have an opportunity to dive into the emissions impacts of the actions and scenarios, and provide input on how the actions and policies can be implemented.	
		Financial modelling	Consultant (SSG)	Financial impacts will be evaluated including total capital required by sector and year, operating costs by sector and action, costs and benefits of each action, including abatement cost, net present value, and other financial indicators, modelled in CityInSight. The financial modelling will provide financial estimates surrounding complex topics such as mode shifting, where the financial responsibility lies for implementation, where the brunt of the costs and savings are found, and the differences between actions that provide savings versus avoided costs.	
2	2	Draft Document	Consultant (SSG)	The draft document, which may be called the “How to Move Forward with CEAP” document, will be created in consultation with Recipient staff. It will be a coherent, compelling, accessible, and easily digestible document, which will include a narrative, goals, synopsis of the actions, and a presentation of the financial modelling co-benefits analysis. The draft document will answer the call to action provided in the CEAP, specifically sections 1.a., focused on providing Londoners with the latest information on local emissions and climate change impacts, and 1.b., focused on the economic costs and benefits of climate mitigation actions.	\$13,000

Stage	Milestone	Task Name (List each Item/task on a separate line)	Task Lead (e.g. Recipient, Consultant)	Detailed Description of Tasks and associated costs (e.g. staffing costs including staff title and role on the project; venue, hospitality, non-local travel for stakeholder engagement sessions)	Province's Maximum Allocation per Milestone, \$
		Staff presentation - Draft document	Consultant (SSG)	Recipient staff and the consulting team will present the draft document to staff for finalization approval and adoption pending final modifications.	
		Final document	Consultant (SSG)	The Recipient will prepare the final document which will be professionally designed and copy-edited. It will include visualizations and photos that help communicate the plan to a diverse audience, ranging from technical stakeholders to the public. The final package will include a series of information pieces for a variety of internal and external stakeholders, such as the City's Planning & Economic Development area for land use planning, transportation for the Mobility Master Plan, The London Environmental Network and Climate Action London for general public engagement, etc. The final document will be submitted to the Recipient for final approval.	
Grand Total					\$25,000

Ineligible Costs:

- Furniture;
- Computer hardware;
- Computer software (unless it can be demonstrated that the software is essential to the project, such as software to analyze baseline energy data);
- Telecommunications hardware;
- Training such as conferences and courses;
- Non-local travel costs and accommodations;
- Daily travel costs, with the exception of local travel costs directly related to attending stakeholder engagement sessions related to the Project;
- Meals and Hospitality expenses specifically for staff including external consultants or contractors hired exclusively for the project;
- Alcohol
- First-class travel
- Purchasing or leasing capital equipment;

- Purchasing or leasing real estate;
- Lobbying projects;
- Insurance for general liability as required by the Province, or any other type of insurance; and
- Salaries of staff who are not specifically hired by the Recipient for undertaking the Project. However, compensation for work related to the Project that falls outside of the scope of such staff members' paid time responsibilities may be an eligible expense.

General:

The Funds that the Recipient is entitled to receive from the Province for each milestone outlined in this Schedule "D" are (i) based on eligible costs actually incurred by the Recipient, and (ii) shall be equal to no more than 50% of the total eligible costs actually incurred by the Recipient for each milestone, up to the Province's maximum funding allocation amount provided for that milestone under the terms of this Agreement. As such, the amount paid out to the Recipient by the Province may be less than the maximum amount outlined herein.

For an eligible expense incurred by the Recipient, the Recipient may claim the part of the HST that is not eligible for a rebate by the Canada Revenue Agency ("Eligible HST"). For greater clarity, Eligible HST shall only be recoverable by the Recipient from the Funds outlined in Schedule "D" and any such claims are subject to the Province's approval.

All travel, meals and hospitality expenses are subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the Province's Travel, Meal and Hospitality Expenses Directive. Written approval of the Province is required before any such arrangements are made. Without limiting the generality of the foregoing, alcohol and first-class travel cannot be claimed and will not be reimbursed as part of a travel or meal expense.

**SCHEDULE “E”
PAYMENT PLAN**

Subject to the terms and conditions of this Agreement, the Funds shall be distributed to the Recipient in accordance with the following Payment Plan and in accordance with all other terms of the Agreement.

PAYMENT MILESTONE	DUE DATE FOR PAYMENT	MAXIMUM PAYMENT AMOUNT
MEP MSP 1 for Milestone 1: Low Carbon Scenario and Financial Modelling	Within 30 days of the Province’s approval of the MEP MSP 1 reports as further outlined in Schedule “F”.	\$12,000
MEP MSP 2 for Milestone 2: Final Document	Within 30 days of the Province’s approval of the MEP MSP 2 reports as further outlined in Schedule “F”.	\$13,000
	TOTAL:	\$25,000.00

**SCHEDULE “F”
REPORTS**

1. The Recipient is to submit to the Province the MEP Milestone Status Package (MSP) that consists of:
 - 1.1. A Milestone Report (see the “MEP Program MILESTONE REPORT template” below), and
 - 1.2. A Budget report (see the “Budget Reporting template” below).
2. Each MSP includes a short progress report outlining Milestone’s progress and original invoices/receipts (or electronic copies) for expenses incurred and paid up until that specific milestone reporting due date as outlined in Schedule “C” above.
3. Where there has been a reallocation of Funds between tasks within the same Milestone, the corresponding MSP report shall include a description and details of such reallocation.
4. The due dates for each MEP MSP submission to the Province are as outlined in the table below.

NAME OF REPORT	DUE DATE
MEP MSP 1 for Milestone 1: Low Carbon Scenario and Financial Modelling	December 1, 2024
MEP MSP 2 for Milestone 2: Final Document	April 1, 2025

MEP Program

MILESTONE REPORT template

Municipality	
Contact Name	
Email	
Phone	
Date	

Milestone Number	Milestone payment amount* (\$)
Milestone due date (in TPA)	
Expected submission date for next Milestone (in TPA)	

ALL SECTIONS MUST BE COMPLETED IN ORDER FOR PAYMENT TO BE PROCESSED

1. Milestone Description

2A. Project Progress and Results to Date
Provide a brief summary of project activities and outcomes from this Milestone period.

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2B. Project Activities, Deliverables and Outcomes		
Based on the information provided in section 1B, please outline the individual activities, deliverables and outcomes for this Milestone and provide a status update. Add rows as necessary.		
Activity / Deliverable	Completed? (Y/N)	Outcomes
<i>e.g. Create surveys</i>	Y	<i>Survey created with input from third parties</i> <i>Survey included as a separate attachment (name of file)</i>

2C. Project Cost Summary
Please use the <i>Budget and Expenses Reporting Template</i> attached to report on all milestone activities, provide an updated budget (if applicable) and report on actual expenses incurred. Note: where applicable, invoices and staff time logs showing tasks completed, hours worked on the project and hourly rate are required.

2D. Lessons Learned
In a bulleted list, summarize the key lessons learned to date. This section is very important as the learnings can be passed on to others engaging in similar work potentially saving others time and effort.

3. Stakeholder Engagement
Report on the status of your stakeholder engagement efforts (including participant names, organizations, and sectors) This is an important component of all three stages of the MEP development process.

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4A. Communications from this reporting period	
List any project-related communications from the current reporting period. Please note any press releases, media events, media mentions, etc. and include them as attachments to this report.	
Name of event/ article/ media piece	Details
<i>e.g. Article in the local newspaper</i>	<i>Project profiled in local newspaper on June 2, 2021</i> <i>PDF scan of article attached (name of file)</i>

4B. Upcoming Events	
List any upcoming communication opportunities.	
Name of event/ article/ media piece	Details
<i>e.g. Public information session on project</i>	<i>Stakeholder workshop will be held on January 10, 2024 to discuss the MEP.</i>

5. Summary
Provide a list of all the attachments included with this report.
<i>e.g., Budget and Expenses Reporting Template (name of file.xls)</i>
<ol style="list-style-type: none"> 1. 2. 3.

2C. Budget and Expense Reporting Template

UPDATED BUDGET					ACTUAL EXPENSE	
Stage	Milestone	Task Name (as per Schedule D)	Detailed Descriptions (as per Schedule D)	Province's Maximum Allocation (as per Schedule D) \$ ⁶	Total Actual Cost, \$	Province's Allocation of Actual Cost, \$
1	1					
SUBTOTALS FOR MILESTONE 1						
2	2					
SUBTOTAL FOR MILESTONE 2						
GRAND TOTALS						

⁶All milestone and stage subtotals should match the Province's maximum allocation per item/task as per Schedule D, unless otherwise approved by the Province.

Bill No. 77
2024

By-law No. A.- _____ - ____

A by-law to delegate authority to the Deputy City Manager, Enterprise Supports to approve an amending agreement to extend the current Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. and to authorize the Mayor and City Clerk to execute the amending agreement.

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

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

AND WHEREAS, after an open and competitive bid process completed by the Minister of Government and Consumer Services in 2014, Her Majesty the Queen in right of Ontario has entered into an agreement with Rogers Communications Partnership for Paging and Mobile Devices and Services VOR OSS_00415819 – Stream #1 (the “Master Agreement”);

AND WHEREAS Rogers Communications Partnership has reorganized to become Rogers Communications Canada Inc. (“Rogers”);

AND WHEREAS the Province’s agreement with Rogers provides an opportunity for Provincially Funded Organizations (PFO) to enter into agreements with Rogers for Mobility Devices and Services under substantially the same terms subject to the PFO entering into a Master Agreement Adoption Agreement with Rogers Communications Partnership and establishing independent agreements (such as purchase orders) to purchase products from Rogers;

AND WHEREAS the Municipal Council of The Corporation of the City of London approved Rogers as a Vendor of Record for Mobile Devices and Services on February 14, 2017;

AND WHEREAS The Corporation of the City of London and Rogers wish to extend the Master Agreement Adoption Agreement;

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

1. The Deputy City Manager, Enterprise Supports is authorized to approve an amending agreement to extend the current Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. from February 1, 2024 to July 31, 2024.
2. The Deputy City Manager, Enterprise Supports is authorized to approve an amending agreement to extend the current Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. from August 1, 2024 to March 31, 2025 provided that the Ontario Master Agreement between His Majesty the King in right of Ontario and Rogers Communications Canada Inc. has been extended to March 31, 2025 or beyond March 31, 2025.

3. The Mayor and the City Clerk are authorized to execute the amending agreement approved by the Deputy City Manager, Enterprise Supports pursuant to their authority under section 1 of this by-law.

4. The Mayor and the City Clerk are authorized to execute the amending agreement approved by the Deputy City Manager pursuant to their authority under section 2 of this by-law.

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 March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – March 5, 2024
Second reading – March 5, 2024
Third reading – March 5, 2024

Bill No. 78
2024

By-law No. A.-_____

A by-law to repeal By-law No. CPOL.-172-424 as amended, being “Naturalized Areas and Wildflower Meadows”.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London passed By-law No. CPOL.-172-424, being “Naturalized Areas and Wildflower Meadows”.

NOW THEREFORE the Municipal Council of The Corporation of the City of London takes the following action:

1. By-law No. CPOL.-172-424, as amended, being “Naturalized Areas and Wildflower Meadows”, is hereby repealed.
2. This by-law comes into force and effect on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 79
2024

By-law No. A-54-24_____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to repeal and replace Schedule A-4.

WHEREAS section 434.1 of the *Municipal Act, 2001* and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

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

1. That Schedule “A-1” to By-law No. A-54 be amended to include By-law PW-___ being “Yard and Lot Maintenance By-law” as a designated by-law under the Administrative Monetary Penalty System By-Law;
2. That the attached schedule “A-4” be added to By-law No. A-54 provide for a penalty Schedule for By-law PW- _____ being the “Yard and Lot Maintenance By-law”;
3. This by-law comes into force and effect on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

**Schedule “A-4”
Penalty Schedule for Yard and Lot Maintenance By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the By-law Section listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the By-law Section listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Provision Creating or Defining Offence	Column 4 Administrative Penalty Amounts
1	Deposit refuse on any property without authority	Part 3, Section 3.1	\$300.00
2	Fail to clear land of refuse	Part 3, Section 3.2	\$300.00
3	Fail to maintain vegetative growth or lawn in accordance with by-law	Part 3, Section 3.3	\$300.00
4	Fail to remove prohibited plant(s) in accordance with by-law	Part 3, Section 3.4	\$300.00
5	Fail to contain or store refuse in accordance with by-law	Part 3, Section 3.5	\$300.00
6	Fail to enclose excavation with temporary barrier (122cm / 48 inches) high	Part 3, Section 3.6	\$300.00
7	Fail to drain accumulation of water over (30cm / 12 inches) deep	Part 3, Section 3.7	\$300.00
8	Fail to maintain outdoor furniture in accordance with by-law	Part 3, Section 3.8	\$300.00
9	Fail to maintain water in swimming pool in accordance with by-law	Part 3, Section 3.9	\$300.00
10	Fail to remove graffiti in accordance with by-law	Part 3, Section 3.10	\$300.00
11	Hinder or obstruct officer in accordance with by-law	Part 3, Section 3.11	\$300.00
12	Attempt to hinder or obstruct officer in accordance with by-law	Part 3, Section 3.12	\$300.00
13	Contravene or fail to comply with a Work order or an Order to Discontinue Activity in accordance with by-law	Part 3, Section 3.13	\$300.00
14	No person shall fail to comply with any administrative regulations in accordance with the by-law	Part 3, Section 3.14	\$300.00

Bill No. 80
2024

By-law No. CPOL.-_____

A by-law to amend By-law CPOL.-396-7, as amended, being “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)” by deleting and replacing Schedule “A”.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-396-7, as amended, being “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)” by deleting and replacing Schedule “A”;

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

1. By-law No. CPOL.-396-7, as amended “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)” is hereby amended by deleting Schedule “A” to the By-law in its entirety and replacing it with the attached new Schedule “A”.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024



London
CANADA

Respectful Workplace Policy

Policy Name: Respectful Workplace Policy

Legislative History: Replaces Workplace Harassment and Discrimination Prevention Policy enacted September 19, 2017 (By-law No. CPOL.-155-407) and amended July 24, 2019 (By-law No. CPOL.-155(a)-384); and Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination Policy adopted March 1, 2020 (By-law No. CPOL.-396-7); amended August 10, 2021 (By-law No. CPOL.-396(a)-262); amended March 5, 2024 (By-law No. CPOL.-396()-)

Last Review Date: March 5, 2024

Service Area Lead: Deputy City Manager, Enterprise Supports

1. Policy Statement

The Corporation of the City of London (Corporation) is committed to fostering a workplace that is safe and inclusive, where the diversity, dignity, and perspectives of all individuals are valued and respected. The Corporation will not tolerate or condone harassment, discrimination or reprisals and will take active steps to promote a psychologically safe and inclusive workplace.

This policy outlines shared rights and responsibilities for creating a respectful workplace. It applies in conjunction with the Corporation’s Code of Ethics and Workplace Violence Prevention Policy and Procedure, and any applicable collective agreements.

2. Definitions

2.1 Discrimination and Harassment Under the Ontario Human Rights Code

2.1.1 Discrimination

Under the Ontario *Human Rights Code* (Code), every person has a right to equal treatment with respect to employment without discrimination based on 16 protected grounds of discrimination:

- race, colour, ancestry, ethnic origin, place of origin
- sex, gender identity and gender expression
- sexual orientation
- creed, including religion
- marital status (married, single, widowed, divorced, separated, or living in a conjugal relationship outside of marriage, whether in a same-sex or opposite-sex relationship)
- family status (a parent and child relationship)
- disability or perceived disability (including mental, physical, developmental, or learning disabilities)
- age
- citizenship
- record of offences (for which a pardon has been granted under the *Criminal Records Act* (Canada) and has not been revoked, or an offence in respect of any provincial enactment)

2.1.2 Harassment

Every employee has a right to freedom from harassment in the workplace related to a protected ground. Harassment is defined in the Code as:

Engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

2.1.3 Sexual Harassment

The Code provides protection from sexual harassment in employment as follows:

Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee.

Every person has a right to be free from a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

2.2 Harassment Under the Occupational Health and Safety Act

2.2.1 Workplace Harassment

Workplace harassment is a protected health and safety issue covered under the *Occupational Health and Safety Act* (OHSA). The OHSA defines workplace harassment as:

Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome

The OHSA also states:

A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

2.2.2 Sexual Harassment

The OHSA defines sexual harassment as:

- i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

3. Applicability

This policy applies to:

- all employees of the Corporation including full-time, part-time, temporary, probationary, and casual employees
- interns and placement students
- elected officials
- volunteers (including members of advisory committees, special committees, and task forces), and
- contractors and consultants acting on behalf of the Corporation

- individuals from outside the Corporation, such as suppliers, visitors, and other members of the public

4. The Policy

4.1 Discrimination, Harassment and Disrespect

Discrimination and harassment are prohibited by law. The legal and policy definitions of discrimination and harassment are in Section 2 of this policy. Left unchecked, disrespectful behaviour can lead to harassment and can create a poisoned workplace and is also prohibited under this policy.

Some examples of harassment, discrimination and disrespect are set out below.

4.1.1 Workplace Harassment and Discrimination

The Corporation does not tolerate workplace harassment including harassment based on the protected grounds of discrimination or based on association with someone identified by a protected ground.

There can be many examples of harassment, some of which are listed below.

- offensive or intimidating comments, jokes, or innuendos
- imitating someone's accent, speech, or mannerisms
- verbally abusive behaviour, such as yelling, insulting, humiliating, or threatening someone
- workplace pranks, vandalism, bullying, hazing, or aggressive behaviour
- gossiping, spreading rumours, or making malicious statements
- excluding, ostracizing, or persistently ignoring someone
- sabotaging someone else's work
- displaying or circulating offensive pictures or materials
- homophobic comments or jokes or "outing" or threatening to "out" someone based on their sexual orientation
- racial micro-aggressions and racial jokes and comments
- cyber-bullying and harassment through social media
- demeaning or abusive workplace supervision including deliberately obstructing someone's advancement for reasons unrelated to performance, merit, or other legitimate business needs
- making false allegations about someone in memos or other work-related documents
- menacing behaviours such as stalking, staring, glaring, inappropriate gestures, or unwelcome physical closeness
- workplace mobbing (group bullying)
- discriminatory or harassing conduct including (but not limited to) anti-Black racism, anti-Indigenous racism, Islamophobia, antisemitism, anti-Asian racism, homophobia, transphobia, biphobia, ableism, ageism, xenophobia and sexism

Discrimination means treating someone unfairly or differently based on the protected grounds of discrimination under the Code, for example race, sex or disability.

Discrimination can happen directly, or indirectly or by unintentionally creating rules or practices that disadvantage certain groups of people.

To establish discrimination in employment:

- the complainant must have a characteristic protected by the Code (e.g., race)
- the complainant must have experienced adverse treatment/impact
- the protected characteristic was a factor in the adverse treatment or impact

Note: Behaviour will only constitute harassment or discrimination if it meets the legal test.

4.1.2 Sexual and Gender-Based Harassment

Sexual harassment includes conduct or comments of a sexual nature that the recipient does not welcome or that offend them.

Gender-based harassment includes conduct or comments that are not necessarily sexual, but which are demeaning to someone because of their gender or sex. Gender-based harassment is a form of sexual harassment.

Sexual or gender-based harassment can involve individuals of any gender, as both targets and perpetrators. Harassment may occur between individuals of the same or different genders.

Below are some examples of sexual and gender-based harassment.

Sexual comments or conduct including:

- sexually suggestive or lewd remarks or gestures
- sexual banter and innuendoes
- spreading gossip or rumours about someone's sexual activities or relationships
- displaying sexually offensive material, such as posters, pictures, calendars, cartoons, screensavers, pornographic or erotic websites, or other digital material

Sexual solicitation including:

- threats, punishment, or denial of benefits for refusing a sexual advance
- offering benefits in exchange for a sexual favour
- unwelcome sexual advances, which may involve a manager, supervisor, or someone with the power to reward or punish the worker at work

Sexual violence including:

- persistent, unwanted attention after a consensual relationship ends
- leering (persistent sexual staring)
- unwelcome physical contact of a sexual nature, such as touching or caressing
- cyber sexual violence including spreading rumours online through social media or other electronic communication tools, or sending messages, photos or videos that are offensive or damaging to someone's reputation
- sexual assault

Gender-based comments or conduct including:

- behaviour aimed at policing or enforcing stereotypical gender norms
- insults or comments that ridicule, humiliate or demean someone because of their sex, gender identity or expression
- derogatory language based on sex or gender identity including toward trans people or trans communities
- refusing to use someone's chosen pronouns or self-identified name
- gossiping or spreading rumours about someone's gender identity or expression
- "outing" or threatening to "out" someone based on their gender identity
- intrusive comments, questions or insults about a person's body, gender-related medical procedures, clothing, mannerisms, or other forms of gender expression
- persistent or inappropriate questions about whether someone is pregnant, has children, or plans to have children.

4.1.3 Poisoned Work Environment

Unwelcome comments or conduct can poison someone's working environment, making it a hostile or uncomfortable place to work even if the person is not being directly targeted. This is known as a **poisoned (toxic) working environment**, and it is a form of harassment.

4.1.4 Disrespectful Behaviour

Building a psychologically safe and inclusive workplace depends on treating each other with civility and respect. Even if disrespectful behaviour does not rise to the level of harassment, it may still harm workplace relationships and the workplace culture. That means you are expected to be inclusive of others and treat anyone you encounter in the workplace with civility and respect.

Disrespectful behaviour can include the above examples of discrimination, harassment and sexual or gender-based harassment. The examples below may also constitute disrespectful behaviour, harassment, or both depending on the context, circumstances, impact, and frequency.

Examples of disrespect include:

- racial and other microaggressions (a microaggression is a comment or action that expresses prejudice against a marginalized group or person)
- speaking in a belittling or condescending tone
- snide, sarcastic, or demeaning comments
- persistently interrupting or speaking over someone
- glaring, finger-pointing, eye-rolling, and other nonverbal gestures of disrespect
- disparaging or making fun of someone, even if it's meant as a joke, as well as referencing their community or culture in a derogatory way
- swearing or using unprofessional language, even if not directed at a particular person and even if those nearby are not personally offended
- passive-aggressive behaviour, such as refusing to directly communicate with someone about an issue and instead complaining behind their back
- embarrassing or humiliating someone
- gossiping, including sharing information that someone would probably want kept secret or speaking about someone behind their back in a negative way
- deliberately ignoring someone
- deliberately interfering with or impeding someone's work

4.1.5 The Elements of Harassment

The legal definition of harassment is broken down below and is set out in detail in the Section 2 to this policy.

4.1.5(a) A course of vexatious comment or conduct

The term "vexatious" refers to comments or conduct that annoy, upset, or cause distress to another person without reasonable cause.

A single incident can be considered harassment if it is serious enough and has a lasting, harmful effect. Less serious behaviour can also be considered harassment if it is repeated or persistent, there is a power imbalance or other circumstances make it more serious.

4.1.5(b) The Workplace

For this policy, the workplace is any location in which you are engaged in work-related activities, including, without limitation:

- Corporation-owned or leased vehicles and worksites
- virtual meetings and telephone calls
- communications including email, instant messaging, and social media (including comments, emoticons and reactions such as “likes”)
- any location in which employees are working such as work-related travel, restaurants, hotels, or meeting facilities
- at any work-related social event, including events sponsored by the Corporation and social gatherings outside work when behaviours could impact the workplace

4.1.5(c) Knew or Ought to Have Known Behaviour is Unwelcome

It does not matter whether you intended to offend someone. The test is whether you knew or should have known that your behaviour was unwelcome to the other person in those circumstances. For example, someone may say that something is unwelcome, or they may make it clear through conduct or body language that the behaviour is unwelcome.

While someone may feel comfortable telling you that your behaviour is unwelcome, they are not obligated to do so, and the onus is on you to ensure that you do not engage in unwelcome behaviour.

4.1.6 What is Not Harassment

Legitimate, reasonable management actions that are part of the normal work function are not considered workplace harassment. This includes:

- enforcing workplace rules and policies
- measures to correct performance deficiencies, such as placing someone on a performance improvement plan
- changes to schedules and work location
- imposing discipline for workplace infractions
- requesting medical documents to support an absence from work
- organizational changes such as restructuring

Harassment also does not include occasional disagreements or personality conflicts, or stressful events that are part of your normal work duties.

4.2 CREATING A PSYCHOLOGICALLY SAFE AND INCLUSIVE WORKPLACE

It is important not to engage in harassment, discrimination, or disrespect. It is equally important to engage in positive workplace behaviours so that everyone can enjoy a psychologically safe and inclusive workplace. Here are some ways you can contribute.

Promote inclusion	Creating a respectful workplace is not just about avoiding discrimination or harassment. Do your part to make everyone feel like their opinions are valued and they belong as part of the team.
Know Where You Are	Don't rely on the expression “know your audience”. We can never truly know how our actions may be received by someone. Instead, “know where you are” and ensure that all your workplace interactions are professional and respectful.
When in doubt, don't	If you have doubts about whether a joke, comment or other behaviour is inappropriate, don't do it or say it.
Accept responsibility	Take ownership of your actions. Acknowledge mistakes, learn from them, and apologize when needed, even if you feel another person bears more responsibility than you.

Listen to understand	When someone raises a concern, listen with the goal of understanding instead of listening to respond or refute. Give them your full attention, look at them while talking, and ask questions to show you care about their point of view.
Focus on kindness	Be kind to those around you. Kindness helps others but can also help you.
Don't let it fester	Conflicts and misunderstanding will happen. If you are in a conflict with someone, reach out to try and resolve it. Seek support from your manager or an employee relations advisor to help resolve it if need be.
Be the change	You don't have the power to change other people, but you do have the power to change how you respond to them. Rise above toxicity and act with professionalism and kindness.

4.2.1 Workplace Duties and Obligations

Creating and maintaining a respectful workplace is a shared responsibility. Everyone to whom this policy applies is expected to abide by the standards of behaviour set out in this policy.

Our respective duties are set out below.

4.2.2 The Corporation

To meet its commitments under this policy, the Corporation will:

- provide ongoing education on what behaviour is and is not appropriate
- investigate complaints and incidents as appropriate; and
- impose suitable corrective and restorative measures

The Corporation will also adhere to its duties and responsibilities outlined in the Occupational Health and Safety Act.

4.2.3 Managers and Supervisors

All managers and supervisors are expected to help create a workplace free from harassment, discrimination and disrespectful behaviour by:

- being familiar with this policy including examples and definitions and procedures for reporting and addressing complaints
- identifying and eliminating barriers to a psychologically safe and inclusive workplace
- acting as role models and champions of a respectful workplace
- supporting the Corporation's training on respectful workplaces and related topics
- providing ongoing education and dialogue with staff to reinforce respect in the workplace
- monitoring the workplace and employee behaviour
- immediately addressing violations, including disrespect that may not constitute harassment, but which could lead to harassment or a poisoned work environment if left unchecked
- keeping detailed records of any violations of this policy and corrective actions taken

The Corporation has a duty to investigate both complaints and incidents of harassment. So, managers and supervisors must immediately contact the Manager, Human Rights if they receive a complaint of workplace harassment or discrimination or witness or

become aware of such behaviour. When in doubt, err on the side of caution and bring it forward. It won't automatically trigger an investigation but will help ensure employees are protected and issues are addressed.

4.2.4 All Employees

We must all do our part by ensuring that our individual behaviour does not violate this policy and by fostering a work environment based on respect.

You can help achieve this by reporting any incidents of harassment or discrimination you become aware of. You can report it to:

- any supervisor or manager
- any member of the Human Rights Division, or
- employee relations

Everyone has a role to play in fostering a respectful work environment. If you feel safe doing so, you should speak up and intervene respectfully when you witness harassment, discrimination, or disrespect. If you don't feel safe speaking up in the moment, you can still take an active role in addressing the disrespect by bringing it to the attention of a supervisor, manager, or member of People Services, and by offering support to the target of the behaviour.

4.2.5 Human Rights Division

The Human Rights Division is responsible for:

- reviewing and recommending updates to this policy
- providing regular communication about this policy across the Corporation including options for submitting and addressing complaints
- assisting with training on this policy and related practices and procedures
- receiving complaints and conducting intakes working with People Services on appropriate interim measures and complaint resolution and investigation options
- supporting managers and supervisors in responding to and addressing harassment, discrimination, and disrespect
- obtaining data and feedback from managers and supervisors on any instances of disrespect or poisoned (toxic) workplace behaviour that they have addressed with their team
- making referrals to agencies for counselling and assistance when required
- consulting with the Director of the Anti-Racism and Anti-Oppression Office (ARAO) and the Director Emergency Management and Security as required

4.2.6 Joint Health and Safety Committee

The Corporation's Joint Health and Safety Committee will review this policy at least annually (or sooner if necessary) and may provide feedback on the implementation and maintenance of this policy and related procedures as set out in the *Occupational Health and Safety Act*.

4.2.7 Respectful Workplace Ombudsperson (RWO)

The RWO is available as an independent and neutral resource to employees to obtain information about rights and obligations under this policy and procedure. The RWO's role is to promote fair and transparent processes under this policy and related procedures. The RWO does not act as an advocate for or provide legal advice to anyone.

The RWO's mandate is to:

- receive and respond, on a confidential basis, to questions from employees for information about this policy and related procedure

- upon request, assist employees involved in a concern or complaint under this policy to understand the process as they proceed through Resolution/Complaint Procedures
- receive and review complaints from employees about the Corporation's processes and procedures under this policy to make recommendations for improvements to the City Manager
- provide an annual written report to the City Manager about their interactions with employees related to this policy and to identify related themes and potential options for action and improvement

For clarity, the functions of the RWO **do not include** the following:

- receiving complaints of Prohibited Behaviour under the Respectful Workplace Policy
- conducting intakes of alleged Prohibited Behaviour under the Respectful Workplace Policy
- conducting investigations into allegations of Prohibited Behaviour under the Respectful Workplace Policy
- determining or reviewing findings related to Prohibited Behaviour under the Respectful Workplace Policy
- reviewing corrective and/or disciplinary actions implemented by the City pursuant to the Respectful Workplace Policy
- acting as an advocate for or providing legal advice to employees or any other individuals regarding the Respectful Workplace Policy or related processes and procedures

The RWO does not accept or assess appeals of investigation findings or procedures and only assesses whether the Corporation met its procedural duties under this policy.

4.2.8 Unions/Associations

Union and association representatives provide confidential support and representation to employees they represent in accordance with the applicable collective agreement.

4.2.9 Worker Support and Assistance

The Corporation has an Employee and Family Assistance Program (EFAP) available to employees for confidential and anonymous counselling.

If you are a complainant or respondent in an investigation, you may select a support person. The role of a support person is to provide emotional and psychological support during and after the investigation process. Someone who may be a witness in an investigation or who supervises one of the parties may not act as a support person. Support persons may not answer questions on behalf of anyone during an investigation.

4.3 Resolving and Reporting Incidents and Complaints

Discrimination, harassment, and disrespect may be addressed using informal and formal procedures outlined below.

4.3.1 Advice and Consultation

You may obtain confidential advice from employee relations, labour relations or your union representative about this policy and related procedures before deciding on next steps. They can provide advice and assistance to help you navigate options and next steps.

Depending on the circumstances, such individuals may be obligated to initiate an investigation, for example if the matter is very serious or other individuals are at risk of harm.

4.3.2 Addressing it Directly

You are not legally required to deal directly with an individual you believe is harassing or discriminating against you. But if you feel comfortable doing so, it can be an effective way to resolve disputes and clarify misunderstandings.

If you choose to address it directly, it is usually helpful to do so as soon after the incident happens as possible. Speaking professionally and in terms of your own experience is generally more effective than making angry or accusatory statements.

Here are some ways to approach it:

Speak Up	"I feel uncomfortable with the way you're speaking to me. Please stop." "Your comments are inappropriate, and I need you to stop making them."
Set Boundaries	"I need you to respect my personal space and not make unwelcome physical contact." "It's important to keep our conversations professional and work-related."
Document Behaviour	"I'm noting this incident and will document it as it's making me uncomfortable." "I may have to report this if it continues. Let's keep our interactions professional."
Seek Support	"I would prefer not to engage in this type of conversation. Please stop." "I will be discussing this with [supervisor/people services] to find a resolution."
Invoke Policies	"I believe this behaviour goes against our respectful workplace policy and I expect it to stop." "Our workplace has guidelines against harassment. You may need to review them."
Ask for Clarification	"I'm not sure if your comment was intended to be offensive, but it came across that way. Can we keep our interactions professional?" "Did you mean for that comment to be taken seriously? It's making me uncomfortable."

If the behaviour continues after you have addressed it with the person, you may wish to give them a written statement that specifically outlines what you find unwelcome or offensive and notifies them that you intend to file a complaint if it continues.

It also helps to keep a record of any incidents you experience. This includes dates, what happened, whether there were any witnesses and your response (if any).

4.3.3 How to Respond When You Are Asked to Stop Doing Something

If you are asked to stop behaviours which could potentially violate this policy, evaluate your behaviour without getting defensive. Even if you did not mean to offend someone, your behaviour may have been perceived as offensive or unwelcome. Continuing the behaviour may cause further harm to the other person and may leave you vulnerable to disciplinary action.

4.3.4 Dispute Resolution and Restoration

In appropriate circumstances, it may be possible to resolve the matter without an investigation or even after an investigation has started through various measures including:

- consultation or advice to one of the parties
- a facilitated discussion or mediation

- coaching
- sensitivity training
- a workplace culture assessment (if the behaviour impacts an entire work unit or department)

The Manager, Human Rights is responsible for approving any decisions to use dispute resolution or restoration practices, in consultation with the Deputy City Manager, Enterprise Supports and People Services, as appropriate.

Discrimination and harassment are serious matters. Thus, there may be times when the Corporation is legally required or determines it necessary to conduct an investigation even if someone does not wish to file a formal complaint. This may include where the allegations are serious, if others are also being affected or to prevent further discrimination or harassment. In that case, it will be considered an employer-initiated complaint.

4.4 Filing a Complaint

If dispute resolution and or restoration are not appropriate or unsuccessful, you may file a formal complaint with the Human Rights Division either orally or in writing. You may contact the Human Rights Division through the Corporation’s Hub, which includes links and applicable email addresses.

You are encouraged to report incidents or complaints as soon as possible so that the matter can be investigated promptly.

The chart below outlines where complaints should be filed, which depends on the respondent’s role. The investigation procedure provides more detail on how investigations will be handled in each of those circumstances.

Complaint against	Where to submit the complaint
An elected official (Mayor or council member)	Integrity Commissioner The Deputy City Manager, Enterprise Supports can provide guidance on filing a complaint against the Mayor or council member.
The City Manager	Deputy City Manager, Enterprise Supports (who will forward it to the Mayor) and will consult with the City Solicitor.
Deputy City Manager	City Manager
Director of People Services	City Manager
Manager, Human Rights	City Manager
Any other employee	The Human Rights Division
Member of the public accessing services or attending Corporation workplaces	Director Emergency Management and Security

If your complaint involves multiple individuals from the list above, or does not fit into any of those scenarios, you may submit your complaint to the City Solicitor.

It is important to submit your complaint as soon as possible so that the issue doesn’t escalate or happen again. Once your complaint is received, the Corporation will initiate an investigation deemed appropriate in the circumstances.

You may use the Workplace Harassment Complaint Form or any other written

document you are comfortable with. When filing a complaint please include:

- your name and contact information
- the name of the alleged harasser(s), their position and contact information (if you have it)
- names of any witnesses or anyone else who may have relevant information
- a description of the incident(s) including dates, frequency, and location
- any supporting documents you may have, e.g., emails, text messages, screenshots, reports etc.
- a list of any other documents you believe are relevant, but that you don't currently have

If you are not comfortable or able to put your complaint in writing, you may contact the Manager, Human Rights to provide your allegations.

Anonymous complaints are difficult to investigate while still providing procedural fairness. While the Corporation will take appropriate steps to look into an anonymous complaint if it discloses possible harassment or discrimination the available options may be limited.

4.4.1 Intake

The workplace investigations coordinator or any other member of the Human Rights Division may conduct an intake meeting with the complainant. The purpose of the intake is to obtain information about the complaint to determine next steps.

4.4.2 Preliminary Assessment

After the intake is complete, the Human Rights Division will make a preliminary assessment to determine whether the allegations raised, if proven would amount to harassment, or discrimination, or disrespect that is serious enough to warrant discipline.

This assessment is made solely on the evidence provided by the complainant including their initial statement and any documents provided.

If it is clear that the conduct would not constitute harassment or discrimination even if the allegations were substantiated, the Corporation may elect to proceed through the dispute resolution process instead of a formal investigation. In appropriate circumstances, though, the Corporation may still investigate, for example, if similar incidents have been raised in the past or by others, or to uncover root causes of workplace issues.

4.5 Workplace Investigation

Once a complaint is submitted, or the Corporation decides to conduct an employer-initiated investigation, the Corporation will appoint an internal or external investigator.

If the complaint is against the City Manager, member of the senior leadership team, Director of People Services, or the Manager Human Rights, the Corporation will retain an external investigator. If the complaint is against an elected official, the complaint will be immediately referred to the Integrity Commissioner. The Corporation may also retain an external investigator if necessary to comply with the OHSA. An external investigator may also be appointed any other time the Corporation deems appropriate. For example, the Corporation may appoint an external investigator if the allegations are very serious or complex, to ensure an investigation can be conducted promptly, or if it is in the public interest to do so. The Deputy City Manager, Enterprise Supports will determine whether to appoint an external investigator in consultation with the Manager, Human Rights.

All other complaints will be investigated by the Human Rights Division and the investigator will be assigned by the Manager, Human Rights.

The steps in an investigation are set out in detail in the workplace investigations procedures but are outlined briefly here:

Intake Meeting	<p>Once a complaint has been received, a member of the Human Rights Division may conduct an intake meeting with the complainant.</p> <p>The purpose of this meeting is to:</p> <ul style="list-style-type: none"> ascertain the nature of the complaint (for example, what type of harassment is alleged) identify the respondent(s) and applicable division complete the complaint form if it is not already completed <p>This is not an investigation interview but an information-gathering meeting to enable the Corporation to determine next steps.</p>
Assigning the investigator	After the intake is complete, an investigator will be assigned.
Interviewing the Complainant	The investigator will meet with the complainant. During this meeting, the complainant will be given an opportunity to share their story. This includes providing any supporting information like documents, emails, text messages and witness names.
Preliminary Assessment	The investigator will make a preliminary assessment as outlined above.
Summary of Allegations	The investigator will prepare a summary of the allegations and provide it to the respondent in 2 – 5 business days before interviewing the respondent (unless there are extenuating circumstances).
Meeting with the Respondent	The investigator will meet with the respondent to obtain their response to the allegations and any other relevant information they would like to share.
Witness Interviews	The investigator will meet with any witnesses they deem necessary to assist with making findings.
Follow Up Interviews	The investigator will reinterview the complainant and respondent as necessary so that they can respond to any new or relevant information obtained during the investigation.
Investigation Report	The investigator will prepare the investigation report, which will then be reviewed by a colleague who has similar expertise and experience in what is known as the peer review process.
Report Shared with the Findings Committee	<p>The report will be shared with the findings committee which is made up of the following (as required):</p> <ul style="list-style-type: none"> City Manager, or their designate Deputy City Manager, Enterprise Supports, or their designate Director of People Services, or their designate Manager, Human Rights, or their designate Deputy City Manager of the appropriate service area, or their designate City Solicitor, or their designate <p>Note: no one named in a complaint will be included in a Findings Committee meeting.</p>
Corrective Action	The Findings Committee will review the investigator's findings and decide on any necessary corrective or remedial actions.
Findings Meetings with the Parties	The investigator will prepare findings letters and will meet separately with the complainant and respondent to explain the findings and next steps.

4.5.1 Interim Measures

It may be necessary to take interim measures to protect the safety and wellbeing of parties to a complaint and the workplace itself. This may include separating individuals, changing work hours, or placing a party (usually the respondent) on an administrative leave with pay. Other measures may be required if the allegations are against a member of the public.

In appropriate circumstances, the Director of Emergency Management and Security Services may be consulted about interim measures.

4.5.2 Corrective Measures

If a finding of discrimination, harassment or disrespectful behaviour is made, the Corporation will take appropriate corrective measures corresponding to the seriousness of the infraction. Corrective measures may include, as applicable:

- discipline, such as a verbal warning, written warning, or suspension without pay
- demotion or denial of promotion, reassignment, or transfer
- termination with or without cause
- financial penalties such as the denial of recognition pay, or a performance-based salary increase
- referral for counselling, coaching, or sensitivity training, anger management training, supervisory skills training, or attendance at other educational programs
- barring members of the public from accessing Corporation services or facilities as appropriate
- any other corrective measures deemed appropriate under the circumstances

A record of any corrective measures will be recorded in the applicable employee's file.

4.5.3 Confidentiality of Complaints and Investigations

Information about incidents and complaints, including identifying information about any individual, will be kept confidential to the extent possible. The Corporation will only release as much information as is necessary to investigate and respond to the incident or complaint, take corrective action, protect an individual or if required to do so by law.

To protect the integrity of the investigation, anyone who participates in an investigation or is aware of an investigation under this policy (including union representatives and support persons) must maintain confidentiality during and after the investigation. This includes:

- complainants
- respondents
- witnesses
- union representatives, and support people

The confidentiality duty means not discussing the complaint or investigation with anyone other than as necessary to obtain advice from appropriate parties about applicable rights and responsibilities and to obtain psychological support. Failure to maintain confidentiality may result in disciplinary action.

This policy will be administered in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). All complaints received under these procedures will be considered confidential subject to the corporation's obligation to safeguard employees, to conduct a thorough investigation, take appropriate corrective action, or to otherwise disclose information as required by law.

4.5.4 Good Faith Complaints

If you report an incident or make a complaint in good faith and without malice, regardless of the outcome of the investigation, you will not be subject to any form of discipline.

Anyone who is found to have brought a knowingly false or malicious complaint may be subject to discipline or other corrective measures.

4.5.5 Freedom from Reprisal

The Corporation will not tolerate reprisals against anyone who reports an incident or complains about discrimination or harassment or takes part in an investigation. A reprisal may include:

- intimidation or threats
- pressuring someone to withdraw their complaint or provide false information
- issuing work-related sanctions (e.g., changing work hours, blocking a promotion or threatening to do so) that are not legitimate or for business-related purposes.

Anyone who engages in a reprisal under this policy may be disciplined up to and including termination of employment.

In accordance with the OHSA, the Corporation will not dismiss, threaten to dismiss, discipline or suspend or threaten to discipline or suspend, impose a penalty on or intimidate or coerce an employee for obeying the law, reporting violations, or testifying in related legal proceedings.

4.6 Respectful Workplace and Investigation Training

Employees, elected officials, interns and placement students will receive mandatory training on this policy upon assuming their respective roles and thereafter, as appropriate and as legally required.

Any employee who is required to conduct workplace investigations as part of their role will be given appropriate training.

This may include training on:

- trauma-informed investigations
- investigation best practices; and
- legal updates

4.7 Policy Administration

4.7.1 Implementation

This policy will be implemented in accordance with applicable Council or Corporation bylaws and procedures and any applicable collective agreement procedures.

4.7.2 Communication

This policy will be posted on the Corporation's intranet and website and posted in each work site.

4.7.3 Policy Review

The Deputy City Manager, Enterprise Supports will ensure that this policy is reviewed annually and more often if necessary to ensure that it meets current legal requirements and best practices.

Employees and their representatives are encouraged to provide feedback to the Manager, Human Rights, the RWO, or the Deputy City Manager, Enterprise Supports.

Bill No. 81
2024

By-law No. C.P.-1467()-____

A by-law to amend C.P.-1467-175, as amended, being “A by-law to establish financial incentives for the Downtown Community Improvement Project Areas”.

WHEREAS by Subsection 28(2) of the *Planning Act*, 1990, the Council of a municipal corporation may, by by-law, designate such an area as a community improvement project area;

AND WHEREAS by Subsection 28(4) of the *Planning Act*, 1990, the Council of a municipal corporation may adopt a community improvement plan for the community improvement project area;

AND WHEREAS by By-law C.P. 1356-234 Municipal Council of The Corporation of the City of London designated the Downtown Community Improvement Project Area a community improvement project area;

AND WHEREAS by By-law C.P. 1357-249 Municipal Council of The Corporation of the City of London adopted the Downtown Community Improvement Plan;

AND WHEREAS Municipal Council of The Corporation of the City of London established financial incentives for the Downtown Community Improvement Project Area by By-law C.P. 1467-175;

AND WHEREAS Municipal Council of The Corporation of the City of London wishes to amend the financial incentives for the Downtown Community Improvement Project Area;

AND WHEREAS the Official Plan for the City of London contains provisions relating to community improvement within the City of London;

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

1. By-law C.P.-1467-175, as amended, being A By-law to establish financial incentives for the Downtown Community Improvement Project Areas, is amended by deleting Schedule “1” and replacing it with Schedule “1” the new Downtown Community Improvement Plan – Financial Incentive Program Guidelines attached to this bylaw, which is hereby adopted;
2. This by-law shall come 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 March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Schedule 1

Downtown Community Improvement Plan – Financial Incentive Program Guidelines

*** Effective January 1, 2018 ***
*** Revised March 3, 2020 ***
*** Revised October 27, 2020 ***
*** Revised March 5, 2023 ***

These program guidelines provide the details on the financial incentive programs provided by the City of London through the Downtown Community Improvement Plan (CIP), which includes:

- Façade Improvement Loan Program (including non-street façades and forgivable loans)
- Upgrade to Building Code Loan Program (including forgivable loans)
- Rehabilitation & Redevelopment “Tax Grant” Program
- Combined Residential Development Charges and Tax Grant Program
- Office-to-Residential Conversion Grant Program

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7. Inspection of Completed Works
8. Incentive Application Refusal and Appeal
9. Relationship to other Financial Incentive Programs
10. Loan Repayment Deferral Due to Road Construction
11. Monitoring & Discontinuation of Programs
12. Program Monitoring Data
13. Activity Monitoring Reports
14. Façade Improvement Loan Program
15. Upgrade to Building Code Loan Program
16. Rehabilitation and Redevelopment Tax Grant Program (“Tax Grant”)
- 17A. Combined Residential Development Charges (DC) and Tax Grant Program
- 17B. Office-to-Residential (OTR) Conversion Grant Program

How to Read this Document

Each of the financial incentive programs has its own specific Purpose, Program Objectives and Eligible Improvements. There are many areas of each program that are the same including Definitions, Eligibility Criteria, Targeted & Non-Targeted Uses, Appeal of Refusal Section, Relationship to other Financial Incentive Programs, as well as Monitoring & Discontinuation of Programs.

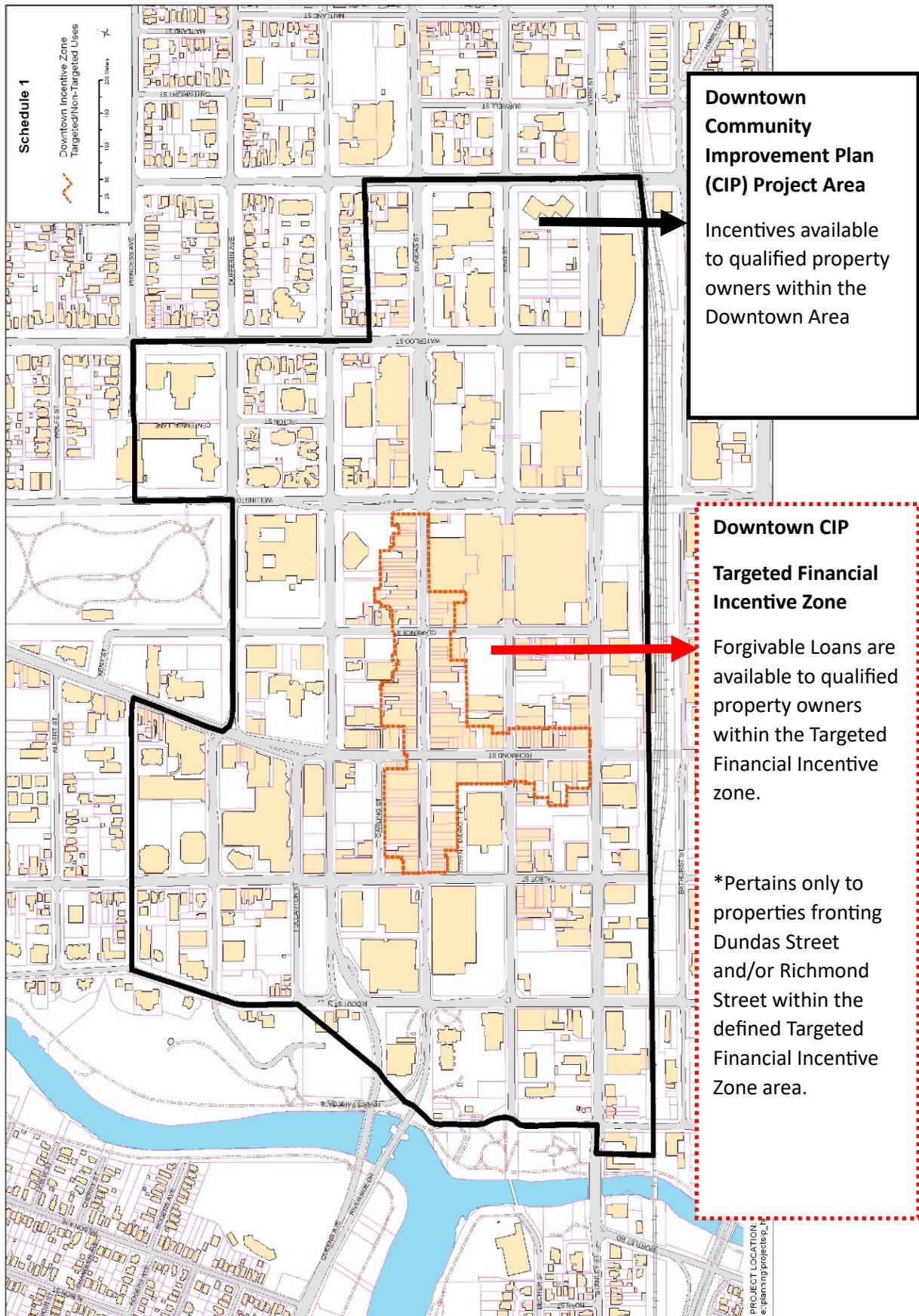
Therefore, the program guidelines are arranged so that information respecting all programs is stated once and details specific to individual programs are outlined in the program specific sections.

Further, the document helps to identify what the responsibility of each participant is in the incentive program process. The initials **PO** indicate the property owner (or agent acting on behalf of the property owner) is responsible for completing that task or action, whereas **CL** indicates that a City of London staff member is responsible.

PO – Check Maps 1 and 2 to locate your property in the Downtown Community Improvement Project Areas. Depending on where the property is located will determine what financial incentive programs may apply. After verifying the property location on the map(s), check Table 1 to verify what programs may apply. Then proceed to review the rest of the program guidelines or use the Table of Contents to skip directly to a program to learn more about it and its eligibility information.

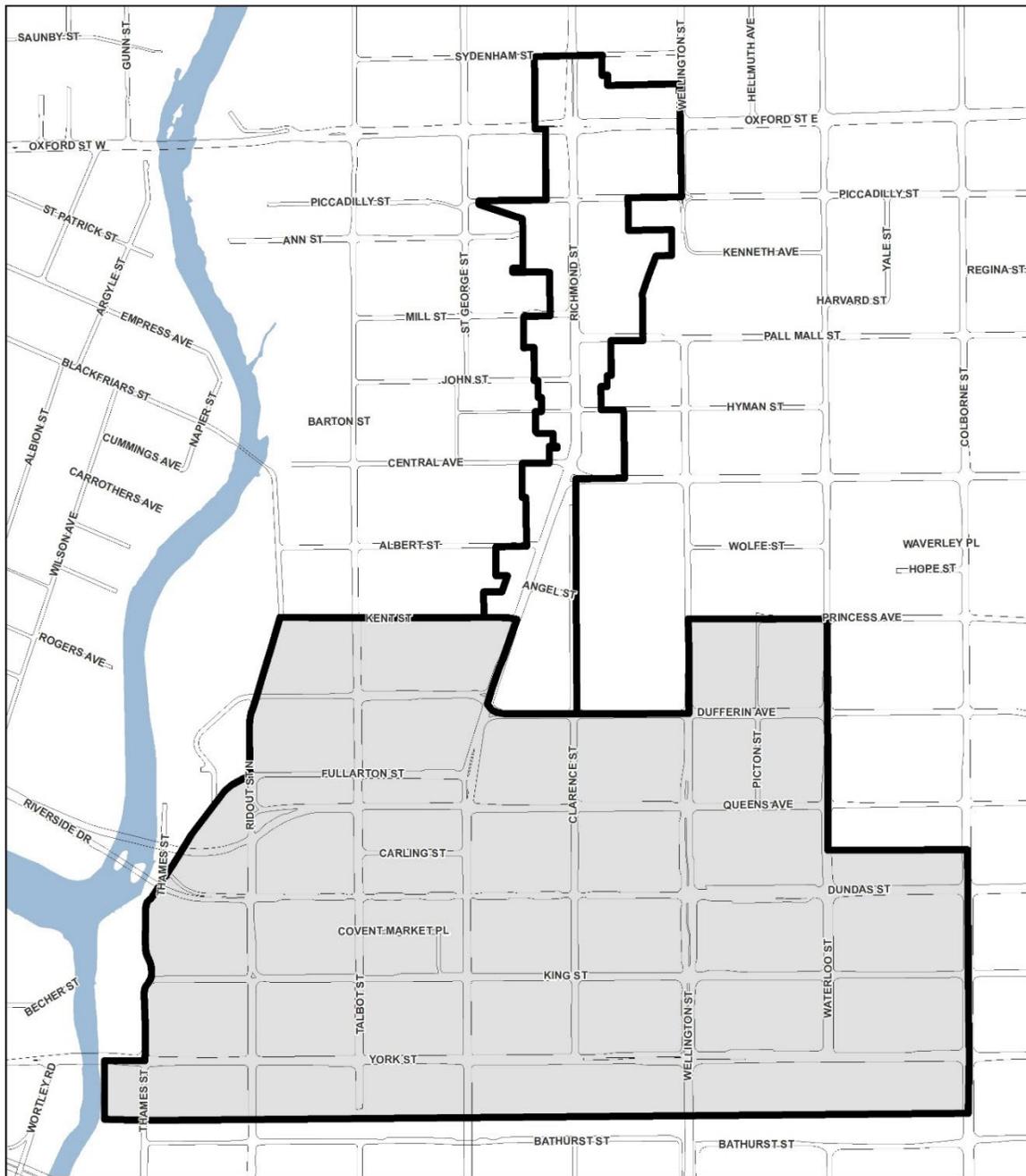
Map 3 is provided to show the various Downtown boundaries including the BIA, Heritage Conservation District (HCD), and the Community Improvement Project Areas.

Map 1 – Original Downtown Community Improvement Project Area



Map 2 – Expanded Richmond Row Community Improvement Project Area

THE DOWNTOWN COMMUNITY IMPROVEMENT AREA



-  Original Community Improvement Project Area
-  Expanded Richmond Row Community Improvement Project Area



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Map 3 – Downtown Boundaries (BIA, Heritage Conservation District, and CIP)

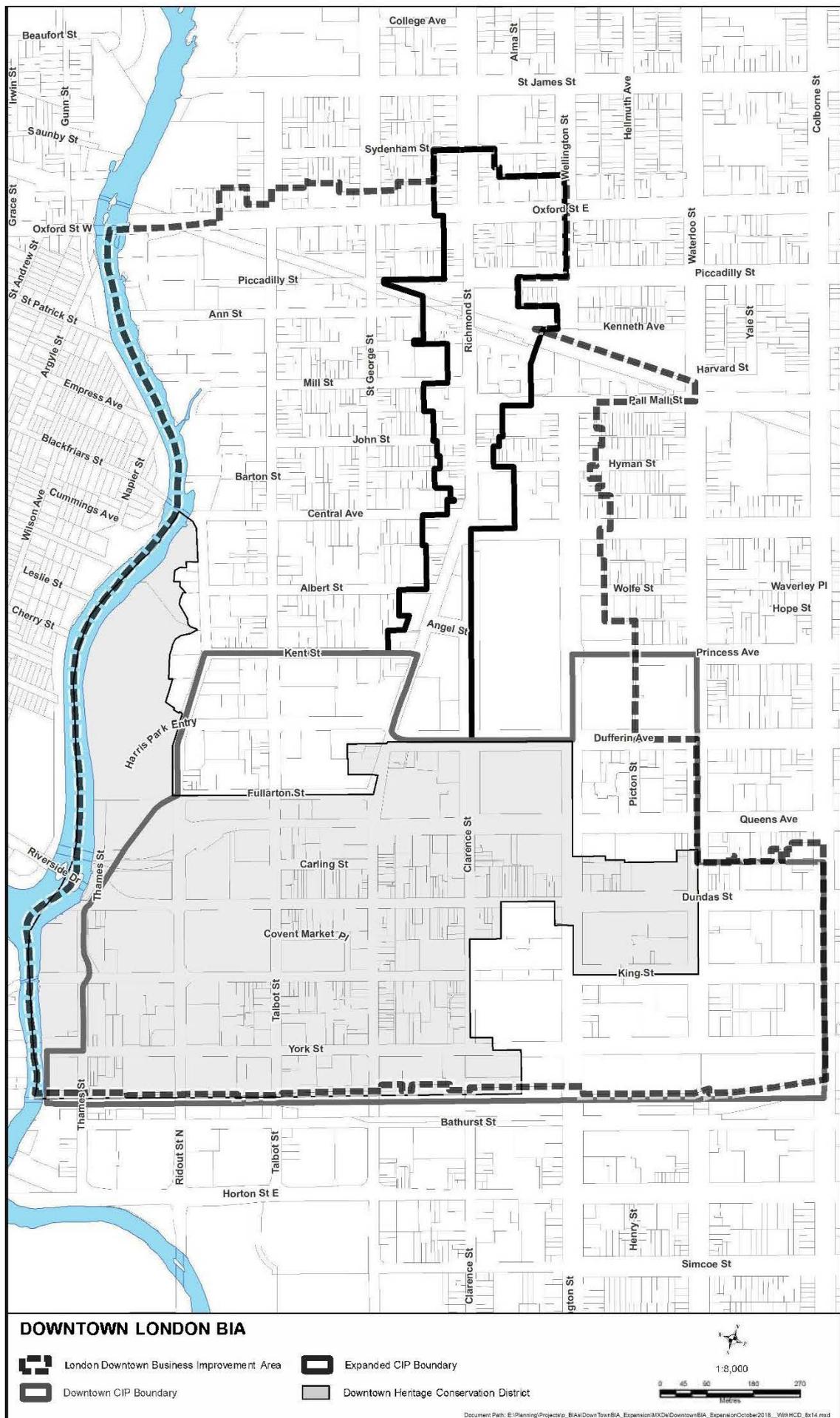


Table 1 – Financial Incentive Programs Offered in Downtown and Richmond Row

Financial Incentive Program	Original Downtown CIP (see Map 1)	Richmond Row (see Map 2)
Façade Improvement Loan	X	X
Forgivable Façade Improvement Loan	X	
Upgrade to Building Code Loan	X	X
Forgivable Upgrade to Building Code Loan	X	
Rehabilitation and Redevelopment Tax Grant	X	
Combined Residential Development Charges Grant and Tax Grant Program (Section 17A)	X	
Office-to-Residential Conversion Grant Program (Section 17B)	X	X

1. Definitions

Active Occupancy – The space being used by a business that is open, in operation and serving customers.

Annual Grant Amount – The annual grant is defined as the grant amount that would be given to the applicant in any one year of the ten-year grant period.

- For Tax Grant this means each property owner will be given ten annual grants and the annual grant amount will change over this period depending upon year and grant level;
- For Forgivable Loans this means the amount that would be given each year based on the *Yearly Grant Value* set out in the agreement and *Pro-rated Yearly Grant Percentage* which is based on ground floor occupancy;
- For the Combined Development Charge (DC)/Tax Grant this means the amount that would be given to the applicant in any one year of the grant period. Each property owner will be given annual grants until such time as the value of Residential DCs have been repaid. The annual grant amount may change over the term of the grant period depending upon year and grant level.

Annual Grant Calculation – For property owners that pay property taxes, the annual grant for any single year will be calculated as follows, the *Annual Tax Increment* multiplied by the *Year/Level Factor*. For property owners that are exempt from paying property taxes, the annual Residential Development Charges Grant for any single year will be calculated as follows, the total amount of net residential development charges paid multiplied by 1/10th).

Annual Tax Increment – The incremental difference between the municipal portion of property taxes that would be paid for a full year before the improvement versus after the improvement. This can also be considered the tax increase that is directly related to the renovation or redevelopment project. This amount is fixed based on the tax rate at the time of pre-improved assessed value.

Annual Tax Increment Calculation – The annual tax increment will be calculated as follows, the annual taxes based on the post-improved assessed value less the annual taxes based on the pre-improved assessed value. This annual tax increment is fixed for the ten-year duration of the grant schedule. Changes to the tax rate, general reassessments or changes in tax legislation will not be considered for the purpose of calculating the annual tax increment.

Example:

Annual tax based on post-improved assessed value	\$100,000
- <u>Annual tax based on pre-improved assessed value</u>	<u>- \$25,000</u>
= <i>Annual Tax Increment</i>	= \$75,000

Approved Works – The materials, labour and/or effort made to improve a property that are determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person who makes a formal application for a financial incentive program offered through the City’s Community Improvement Plans. The person may be the owner of the subject property, or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property. If the *Applicant* is not a registered owner of the property subject to the incentive program the *Applicant* will be required to provide authorization in writing from the registered owner as part of a complete application.

Calendar Year – The 12 months of the year commencing January 1 and ending December 31.

Class 'A' Office Building - The most prestigious office buildings with the most amenities in the best locations. They generally are the most attractive buildings built with the highest quality materials and construction methods. Class 'A' buildings are ineligible for the Office-to-Residential Conversion Grant Program.

Class 'B' Office Building – These office buildings are a grade below Class A. Generally, they are slightly older buildings with good management and quality tenants.

Class 'C' Office Building – This is the lowest grade for useable office buildings. These office buildings are generally older and may be located on less desirable streets in older sections of the city, for example. Many of these buildings usually have higher than average vacancy rates for their market. Older, less desirable architecture, limited infrastructure, and antiquated technology define these buildings. For these reasons, Class C buildings offer lower rental rates and can be more difficult to lease. Many times, these buildings are targeted for re-development.

Commitment Letter – A document prepared by the City of London outlining its agreement with a property owner, to provide a future financial incentive – loan(s) and/or grant(s) – to a property owner, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of approved works that the property owner will undertake to receive the grant or loan and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for financial incentive program(s) with the property owner(s) signature and date, which is accompanied by:

- Complete drawings of the works to be undertaken (including a façade drawing for façade projects);
- Itemized list of specific improvements;
- For the two loan programs, two (2) comparable quotations by qualified contractors showing cost estimates for each of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required).
- A cover letter that summarizes the work to be completed and summarizes the provided quotations;
- For the two loan programs, a signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications.
- A copy of the Building Permit (if required);
- A copy of the Heritage Alteration Permit (if required);
- Any other information that may be deemed necessary by the Director, Economic Services and Supports, or designate (Manager, Core Area and Urban Regeneration or otherwise identified by the Director).

Deferral – Means the delaying of loan repayments for a specified period.

Development Charge – Means any Development Charge (DC) that may be imposed pursuant to the City of London's Development Charge By-law under the Development Charges Act, 1997, as amended.

Discrete Building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a discrete building, the structure will have a distinct municipal address.

Dwelling unit – Means a suite operated as a housekeeping unit, used, or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities.

First storey – The storey that has its floor closest to grade and its underside of finished ceiling more than 1.8m above the average grade.

Grant Cap – The maximum amount of money that the City will provide as a grant back to the property owner.

Lump Sum Grant Amount and Calculation – For the Office-to-Residential Conversion Grant Program, the entire grant is provided in one lump sum equal to the amount of development charges that would have been paid by the developer based on the number of bedrooms per unit and the total number of residential units created, up to \$2 million per property. Section 17B outlines the grant calculation for the Office-to-Residential Conversion Grant Program.

Maximum Yearly Grant Value – Grant values are established in the payment schedule which is included in the agreement between the City and the property owner. With respect to the forgivable loans the annual grant equals the yearly loan repayments multiplied by a percentage, to a cap, as shown below:

Program	Loan Amount	Forgivable Loan Portion	Considerations for Yearly Grant
Upgrade to Building Code	\$200,000 maximum	The lesser of a maximum of \$25,000 or 12.5% of the loan is eligible to be paid back in the form of grants over the term of the loan	- Number of payments made in the previous <i>Calendar Year</i> - Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i>
Façade Improvement	\$50,000 maximum	The lesser of a maximum of \$12,500 or 25% of the loan is eligible to be paid back in the form of grants over the term of the loan	- Number of payments made in the previous <i>Calendar Year</i> - Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i>

Municipal Portion of Property Tax – For the purposes of the Tax Grant program, property taxes refer only to the municipal portion of the property taxes paid, and does not include such charges/taxes/levies as education, water, sewer, transit, or phase-in.

Non-Targeted Area – Lands within the Downtown Community Improvement Plan Project Area which are eligible for incentive programs; however, are not eligible for Forgivable Loans.

Non-Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone but not listed as a targeted use. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

Office-to-Residential Conversion Project – Means a *Rehabilitation Project* of an eligible vacant Class ‘B’ or Class ‘C’ office building into a residential or mixed-use (residential with commercial as permitted in the Zoning By-law) building.

Post-Improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the *Post-Improved Assessed Value* of the property will be established based on:

- i. Completion of the project as identified by the applicant; and
- ii. Completion of the reassessment of the property by the Municipal Property Assessment Corporation (MPAC) such that the work done at the project completion date (defined in i. above) is recognized. Note: Receiving the *Post-Improved Assessed Value* from MPAC may take one to two years or longer.

Pre-improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the pre-improved assessed value of the property will be established as the earlier of the following:

- i. Date of application for building permit;
- ii. Date of application for demolition permit; or
- iii. Date of application for the Rehabilitation and Redevelopment Tax Grant Program.

Future increases in taxes that may be phased in AFTER the *Post-Improved Assessment Date* (as defined above) will not be eligible for grant calculation.

Pro-rated Yearly Grant Percentage – The percentage of months in the *Calendar Year* where the ground floor is actively occupied by a targeted use and can be used in calculating the value of a yearly grant payment on the forgivable portion of a loan.

Rehabilitation Project – For the purpose of the incentive programs shall mean the restoration or reconstruction of buildings, structures, or parts thereof to modern building standards without the removal of the building or structure from the lot.

Redevelopment Project – For the purpose of the incentive programs shall mean the development of lands, which are cleared, planned for demolition, in part or in whole, or which will have the building or structure removed from the lot.

Relevant Tax Class Rate – For the purpose of the incentive program means the applicable tax class as of the date of the corresponding grant year.

Road Construction – Means the building, replacing, or improving of the road surface, sidewalk, watermain, sanitary sewer, storm sewer, utility, or similar private or public works that results in at least one lane of the road being closed to vehicular traffic for a minimum of one month.

Targeted Area – Lands within a defined area of the Downtown Community Improvement Plan Project Area which are eligible for incentive programs including consideration of Forgivable Loans (see Map #1).

Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone and has a key role in achieving the goals of the City's Strategic Plan, the Business Improvement Area, the Community Improvement Plan, and any other current or future related plans. Please refer to Section #2 for a full list of *Targeted and Non-Targeted Uses*.

Vacant – Means unoccupied floor area in buildings on commercial office and retail properties in the Downtown Community Improvement Project Area.

Year 1 – The first full calendar year that taxes are paid after the project is completed and reassessed. This becomes the first of the ten years of grant payments.

Yearly Grant Value – Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% (for Façade Improvement loan) or 12.5% (for Upgrade to Building Code loan) to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

Example (Upgrade to Building Code Loan with the ground floor occupied for six months of the *Calendar Year*):

Yearly Loan Repayments multiplied by 12.5% = *Maximum Yearly Grant Value*
\$60,000 x 12.5% = \$7,500
Maximum Yearly Grant Value multiplied by *Pro-rated Yearly Grant Percentage*
= *Yearly Grant Value*
\$7,500 x 50% = \$3,750

Yearly Loan Repayments – The total value of the loan payment made by the applicant to the City in a *Calendar Year*. The loan agreement includes a loan schedule which provides details on the terms of loan including when loan repayment begins as well as the number of monthly repayments.

Year/Level Factor – The following tables illustrate the *Year/Level Factor* that is used for each of the Tax Grant levels. The appropriate table will be populated based on the *Annual Tax Increment Calculation* and the *Annual Grant Calculation* and will be included as part of the Grant Agreement between the property owner and the City of London:

Year	Level 1 - Part IV Heritage Designated	Level 2 - Existing Buildings	Level 3 - Cleared Land
1	100%	70%	60%
2	100%	70%	60%
3	100%	60%	50%
4	90%	50%	40%
5	80%	40%	30%
6	70%	30%	20%
7	60%	20%	10%
8	50%	10%	10%
9	40%	10%	10%
10	30%	10%	10%

2. List of Targeted & Non-Targeted Uses (Table 2)

Targeted uses as defined for the targeted incentive zone are to encourage:

- Arts and culture;
- Entertainment including cinemas and live theatre (but excluding adult entertainment purposes);
- Restaurants, coffee houses, and cafes;
- Niche/specialty retail uses and anchor/destination-oriented retail uses;
- Support/service to the Downtown residential community;
- Support/service to Downtown employees;
- Tourism-oriented/tourism-servicing uses;
- Alignment with The London Plan.

Permitted Uses within Original Downtown CIPA	Targeted	Non-Targeted
Amusement game establishments	X	
Apartment buildings	X	
Apartment hotels	X	
Art galleries	X	
Artisan Workshop	X	
Assembly halls	X	
Bake shops	X	
Bed and Breakfast Establishment	X	
Brewing on Premises Establishment	X	
Business Service Establishment	X	
Clinics	X	
Commercial parking structures		X
Commercial recreation establishments	X	
Community Centres	X	
Convenience stores		X
Craft Brewery	X	
Day care centres	X	
Dry cleaning and laundry depots	X	
Duplicating shops	X	

Dwelling units (restricted to the rear portion of the ground floor or on the second floor, or above with any or all of the other permitted uses in the front portion of the ground floor)	X	
Emergency care establishments		X
Film processing depots / Photography retail	X	
Financial institutions (excluding cheque cashing)	X	
Food Stores	X	
Funeral homes	X	
Group homes type 2		X
Hotels	X	
Institutions	X	
Laboratories	X	
Laundromats	X	
Libraries	X	
Lodging houses class 2		X
Medical/dental offices and laboratories	X	
Museums	X	
Office-apartment buildings	X	
Offices (above first floor)	X	
Patient testing centre laboratories	X	
Personal service establishments	X	
Pharmacies	X	
Place of Entertainment (excluding adult)	X	
Places of Worship		X
Police Station	X	
Printing establishments	X	
Private clubs	X	
Repair and rental establishments	X	
Restaurants	X	
Restaurants, outdoor patio	X	
Retail stores	X	
Schools (Education)	X	
Senior citizen apartment building	X	
Service and repair establishments	X	
Service trades	X	
Studios	X	
Supermarkets and Grocery Store	X	
Taverns	X	
Theatres and cinemas	X	
Video rental establishments	X	

3. Eligibility Criteria for Financial Incentive Programs

Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Director, Economic Services or Supports, or designate.

To be eligible for any Financial Incentive Program, the applicant, property, and project must meet all applicable conditions outlined in Section 3.

Property Owner Considerations

- The applicant must be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the applicant will be required to provide authorization in writing from the registered owner as part of a complete application;
- For loan applicants, all mortgages and charges, including the subject financial incentive(s), must not exceed 90% of the post-rehabilitation appraised value of

the property (i.e. the owner must maintain 10% equity in the property post-improvement);

- All City of London property taxes must be paid in full when the loan and/or grant is issued and remain so for the lifetime of the loan and/or grant;
- The registered owner of the property must have no outstanding debts to the City of London;
- The property owner and/or applicant, must not have ever defaulted on any City loan or grant program, including by way of individual affiliation with any company or group of people authorized to act as a single entity such as a corporation;
- The Financial Incentive Programs will not apply retroactively to work completed prior to the approval of the application by the Director, Economic Services and Supports, or designate.

Property Considerations

- The property must be located within the Downtown Community Improvement Project Areas as defined in the Downtown London Community Improvement Area By-law (see Map #1 and the Richmond Row Map #2);
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the loan or grant is issued;
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example, applications for an Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time).

Building Considerations

- Separate applications must be submitted for each *discrete building* (as defined) on a single property;
- The property must contain an existing building (occupied or unoccupied) located within an identified area for improvement under the Downtown CIP (for the Combined Residential Development Charge Grant & Tax Grant Programs, the property may also be cleared land with no buildings on it);
- Where the entirety of a multi-unit building, which contains separate units, are all under the same ownership, (or with condominium status) it will be considered as one building for the purpose of the incentive programs;
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address;
- Each *discrete building* on each property is eligible for financial incentive programs;
- Each *discrete building* is eligible for multiple Upgrade to Building Code loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$200,000), additional Upgrade to Building Code loans may be considered after the previous loan(s) is repaid;
- Each *discrete building* is eligible for multiple Façade Improvement loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$50,000), additional Façade Improvement loans may be considered after the previous loan(s) is repaid;
- Each property is eligible for a Rehabilitation and Redevelopment Tax Grant;
- Each *discrete building* is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example applications for an Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time);
- There must be no City of London Building Division orders or deficiencies and no by-law infractions when the loan or grant is issued.

4. Application Process

Consultation Phase

Step 1 – PO – The Applicant contacts City of London staff who will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to

identify what permits or permissions may be required to complete the proposed improvement project. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the property owner (**PO**) is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted. Discussions with City staff are encouraged early in the conceptual phase to ensure proposed façade improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program criteria. Service London Business staff are also available to help with clarifying/applying for applicable permits.

Concept Phase

Step 2 – PO – A *Complete Application* (see Definition Section) for incentive programs is submitted to the City of London.

For the Tax Grant and Residential Development Charge Grant programs, the applicant must also obtain a building permit and make full payment of residential development charges. For an eligible *Office-to-Residential Conversion Project* the payment of residential development charges may not be required.

The Residential Development Charge Grant Program and the Office-to-Residential Conversion Grant Program are processed by Economic Services and Supports in conjunction with the Building Division. Application to the Residential Development Charge (DC) Grant program is triggered when an applicant applies to rezone, enter site plan consultation, or construct a project that will result in the payment of residential DCs. **PO – Prior to construction beginning, applicants must contact the City to complete the application process.**

Step 3 – CL – City of London Economic Services and Supports staff will review the application for completeness and inform the applicant in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the approved works, related costs, and monetary commitment that the City is making to the project. The letter will also state whether the commitment is for a Forgivable Loan. For the Residential DC Grant the residential DCs do not need to be paid prior to the City's issuance of a *Commitment Letter*. In this instance, the City's *Commitment Letter* will outline that the residential DCs amount will be confirmed prior to any grants being issued. For *Office-to-Residential Conversion Projects*, the *Commitment Letter* will outline the City's Forgivable Loan commitment based on the residential unit information provided in the application and confirmed with the building permit application. For the Loan Programs, the City's commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted. **PO – Any subsequent changes to the project will require review and approval by the City.**

Step 4 – CL – Economic Services and Supports staff may visit the subject property and take photographs, both before and after the subject work is completed. When considering forgivable loans, staff will also confirm that the intended use meets the eligibility requirements of the program.

Construction Phase

Step 5 – PO – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for approved works the applicant may start to undertake eligible improvements. With respect to the Residential DC Grant there is an additional requirement that the DCs have been paid or a Development Charges Alternative Payment Agreement indicating when DCs will be paid has been signed prior to commencing the approved work. With respect to the OTR Conversion Grant Program, the construction phase step does not apply as the Forgivable Loan is provided when the building permit is issued.

Confirmation Phase

Step 6 – PO – The applicant will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. For Loans, the applicant will submit paid receipts (as proof of payment in full). Confirmation that related building permits are closed is also required so that the City may begin drafting an agreement. With respect to Tax Grant and Residential DC Grant, when the project is complete or following the re-assessment of the property, the applicant will notify City Planning, in writing, that the project is complete for the purpose of calculating the *Post-Improved Assessed Value*. With respect to OTR Conversion Grant Program, Economic Services and Supports will confirm with the Building Division that the building permit has been issued.

Step 7 – CL – Before setting up any agreement Economic Services and Support staff must ensure the improvements, as described in the City's *Commitment Letter* are completed and other criteria, as set out in the respective program guidelines, have been met. This may include:

- Related costs, or bills respecting those approved works are paid in full;
- Related building permits are closed;
- The loan must be in good standing with no arrears owing;
- All City of London property taxes must be paid in full and the account deemed in good standing by the City's Tax Office;
- There must be no outstanding debts to the City;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding Building Division orders or deficiencies against the subject property.

For *Office-to-Residential Conversion Projects*, Economic Services and Supports will confirm that a building permit has been issued.

Step 7.i (Grants) – CL – Upon written notice from the applicant, Economic Services and Supports will request the City's Tax Office provide a grant schedule that establishes the value of the annual grant over the term of the grant program. For *Office-to-Residential Conversion Projects*, Economic Services and Supports will confirm the *Lump Sum Grant Amount*, provided as a Forgivable Loan, based on the building permit submission. The final *Lump Sum Grant Amount* may differ if the residential unit mix changed between applying to the OTR Conversion Grant Program and the issuing of the building permit.

Step 7.ii (Grants) – CL – Upon request by Economic Services and Supports, the City's Tax Office will establish a *Post-Improved Assessed Value*. To do this they will review the assessed value of the property and determine whether this is the final assessment relating to the completion of the renovation or development project. If this is not the final assessment, the City's Tax Office will contact the Municipal Property Assessment Corporation (MPAC) and request that the final assessment be prepared.

Step 7.iii (Grants) – CL – The City's Tax Office will prepare and note the annual tax increment for the purpose of calculating the grant schedule. The City's Tax Office will then prepare a schedule for the first year that the new taxes were levied for the full year.

Step 7.iv (Grants) – CL – At the completion of the *Calendar Year*, Economic Services and Supports staff will ask the City's Tax Office to confirm that all taxes have been paid for that year and that the tax account is in good standing with a zero balance.

Agreement Phase

Step 8 (Loans) – CL – Once the approved works are verified by Economic Services and Supports staff will draft the loan agreement.

Step 8 (Grants) – CL – Once the eligible works are verified and the grant schedule is completed, or the *Lump Sum Grant Amount* for an *Office-to-Residential Conversion Project* is calculated, Economic Services and Support staff will draft the grant agreement (grant to be provided as a forgivable loan) and provide a draft copy of the grant agreement to the applicant for review. Economic Services and Supports will

prepare a Document General to place a lien on the property in the amount of the forgivable loan.

Step 9 (Loans) – CL – Economic Services and Supports staff will request a cheque, and the Document General to place a lien on the property in the amount of the loan is prepared.

Step 9 (Grants) – CL – After the applicant has approved the grant agreement Economic Services and Support staff can prepare two hard copies of the agreement to be signed.

Step 10 – CL – When all the documentation is ready Economic Services and Support staff will contact the applicant to arrange for a meeting to sign the documents. For loan applicants, the City will exchange a loan cheque for the first 12 post-dated repayment cheques provided by the property owner or applicant, or automatic withdrawal information may also be provided to the City's Accounts Receivable department prior to loan payments starting. (**PO**)).

Full loan repayment can be made at any time without penalty. **PO** – To make a full or partial repayment above the standard monthly payment, please contact Economic Services and Supports or Accounts Receivable.

Step 11 – Economic Services and Support staff will have two original copies of the agreement available for signing. One original signed copy is kept by the applicant, and one is retained by the City.

5. Financial Incentive Approval

Once all eligibility criteria and conditions are met, and if funds are available in the supporting Reserve Fund, the Director, Economic Services and Supports or designate will approve the incentive application. Approval by means of a letter to the applicant will represent a commitment by the City of London. Loan commitments will be valid for one year and will expire if the work is not completed within that period. The Director, Economic Services and Supports or designate may, at their discretion, provide a written time extension of up to one year. **PO – It is important to note that the consideration of such an extension will require a written request from the applicant detailing the reasons the extension is being sought.**

6. Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken without Economic Services and Supports approval subject to obtaining a building and/or heritage alteration permit, when required. The loan programs do not impose any specific restrictions on demolition except that any outstanding loan amount must be repaid to the City prior to the issuance of a demolition permit.

7. Inspection of Completed Works

The loan will be paid to the property owner (or alternate as authorized by the property owner) following City receipt of invoices for all completed work and after the City inspection of all completed improvements has taken place. The City will inspect the work completed to verify that the proposed improvements have been completed as described in the application. For *Office-to-Residential Conversion Projects*, the Economic Services and Support staff may inspect the property to ensure the residential units have been completed. These inspections are not a building permit inspection. Completion of this inspection does not mean the property meets all Ontario Building Code requirements.

8. Incentive Application Refusal and Appeal

If an application is refused, the applicant may, in writing, appeal the decision of the Director, Economic Services and Supports, or designate to the City Clerk's Office who

will provide direction to have the matter heard before Municipal Council through the Planning and Environment Committee.

9. Relationship to other Financial Incentive Programs

It is intended that the Loan and Grant Programs will complement other incentive programs offered by the City of London. Property owners may also qualify for financial assistance under those programs specifically detailed within the program guidelines. However, the funding from these programs cannot be used to subsidize the property owner's share of the total cost of the loan programs property improvements.

PO – Applicants are advised to check with the London Downtown Business Improvement Association about its proprietary programs which complement the City's financial incentive programs.

10. Loan Repayment Deferral Due to Road Construction

In the event of a *road construction* project in the Downtown community improvement project areas, an applicant's loan repayments can be deferred for the duration of the *road construction* project.

Economic Services and Supports staff will review the Community Improvement Area construction schedule annually. To determine what streets will be under construction in the upcoming years, Economic Services and Supports staff will monitor Notice of Project and Construction Notice letters that are mailed to property owners to inform them of upcoming construction projects.

Economic Services and Supports staff will compile a list of properties with loans in the *road construction* project area. Only properties that are directly adjacent (front or side property line) to the *road construction* project area will be eligible for the deferral of loan repayments. The Director, Economic Services and Supports, or designate will be the approval authority for any disagreements regarding the eligibility of an applicant to defer their loan(s) repayments.

A letter with an accompanying form will be mailed and/or emailed (if available) to each eligible loan applicant to ask if they wish to defer the repayment of their loan(s) during the scheduled *road construction* period. The scheduled *road construction* period and duration of the *deferral* will be determined by Economic Services and Supports staff by reviewing the project timeline on the Construction Notice letter and by coordinating with the City Project Manager of a *road construction* project.

The duration of the *deferral* will be set at the onset of the *road construction* project. If a project is delayed or extends beyond the anticipated deadline, the *deferral* will not be extended. As a result, the *deferral* will be at least one month longer than the anticipated length of the *road construction* project. For example, if *road construction* is anticipated to conclude in November, the *deferral* will be set to expire at the end of December.

If an applicant wishes to defer the repayment of their loan, they must complete and return the form to Economic Services and Supports staff that indicates they agree to the *deferral* and sets out the revised loan repayment schedule.

An applicant may choose not to defer their loan repayment. An applicant can opt out of the *deferral* by not returning the form by the stated deadline. In this instance, repayment of the loan will continue as outlined in the loan agreement.

Upon receiving confirmation that an applicant wishes to defer repayment of their loan(s), Economic Services and Supports staff will:

- Process the returned forms for the applicant's seeking deferral;
- Complete supporting documentation to send to Accounts Receivable. This documentation will allow Accounts Receivable to update its records regarding the loan repayment schedule and allow Accounts Receivable to remove any post-

dated cheques that may be in its possession for repayment during the *deferral* period. Cheques will be return to the applicant or destroyed;

- Accounts Receivable will contact the loan applicant when new post-dated cheques are required to restart the loan repayment after the *deferral* period ends.

If an applicant fails to provide new post-dated cheques to Accounts Receivable after the *deferral* is finished, they will be in jeopardy of defaulting on the loan(s).

If a *road construction* project is cancelled, the *deferral* of the loan repayment will also be cancelled, and an applicant will be required to re-submit any post-dated cheques that were removed.

11. Monitoring & Discontinuation of Programs

As part of the program administration, Economic Services and Supports staff will monitor all the financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in Community Improvement Plan reviews which will be prepared to determine if programs should continue, be modified, or cease to issue any new commitments. Each program is monitored to ensure it implements the goals and objectives of the Community Improvement Plan within which the program applies. The City may discontinue the Financial Incentive Programs at any time; however, any existing loan or grant will continue in accordance with the agreement. A program's success in implementing a Community Improvement Plan's goals will be based on the ongoing monitoring and measurement of a series of identified targets that represent indicators of the CIP's goals and objectives, as noted in the Program Monitoring Data section.

12. Program Monitoring Data

The following information will be collected and serve as indicators to monitor the financial incentive programs offered through the Downtown Community Improvement Plan. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the CIP have been met.

<p>Façade Improvement Loan Program Monitoring</p>	<ul style="list-style-type: none"> - Number of Applications (approved and denied); - Approved value of the loan and the total construction cost (i.e. total public investment and private investment); - Pre-Assessment Value; - Total Value of Building Permit (if required); - Location of façade being improved (Front, Non-Street Front); - Post-Assessment Value; - Use Type (Targeted or Non-Targeted); - Increase in assessed value of participating property; - Total Loan Amount; - Number of forgivable loans; - Number of loan defaults; - Cost/Value of loan defaults.
<p>Upgrade to Building Code Loan Program Monitoring</p>	<ul style="list-style-type: none"> - Number of Applications (approved and denied); - Approved value of the loan and the total construction cost (i.e. total public investment and private investment); - Pre-Assessment Value; - Total Value of Building Permit; - Post-Assessment Value; - Use Type (Targeted or Non-Targeted); - Increase in assessed value of participating property; - Total Loan Amount; - Number of forgivable loans; - Number of loan defaults; - Cost/Value of loan defaults.

<p>Tax Grant Program Monitoring</p>	<ul style="list-style-type: none"> - Number of Applications (approved and denied); - Pre-Assessment Value; - Total Value of Building Permit; - Level of Grant (Type 1, Type 2 or Type 3); - Post-Assessment Value; - Use Type (Targeted or Non-Targeted); - Number of residential units created; - Increase in assessed value of participating property; - Total Grant Amount; - Number of grant defaults; - Cost/Value of grant defaults.
<p>Residential Development Charge Grant Program Monitoring</p>	<ul style="list-style-type: none"> - Number of Applications (approved and denied); - Pre-Assessment Value; - Total Value of Building Permit; - Number of residential units created; - Post-Assessment Value; - Increase in assessed value of participating property; - Total Grant Amount; - Number of grant defaults; - Cost/Value of grant defaults.
<p>Office-to-Residential Conversion Grant Program Monitoring</p>	<ul style="list-style-type: none"> - Number of Applications (approved and denied); - Pre-Assessment Value; - Total Value of Building Permit; - Number of residential units created; - Vacant office space removed; - Post-Assessment Value; - Increase in assessed value of participating property; - Total Grant Amount; - Number of grant defaults; - Cost/Value of grant defaults.

13. Activity Monitoring Reports

Activity Reports will be prepared at regular intervals when City Administration reviews community improvement plans and programs, which measure the following annual variables:

- Number of applications by type;
- Increase in assessment value of properties;
- Value of the tax increment (i.e. increase in property tax after the construction activity);
- Value of construction and building permits issued;
- Number of units created (by type, ownership/rental);
- Number and value of incentive program defaults;
- Ground floor occupancy rates within the CIP area where the program(s) is in effect.

14. Façade Improvement Loan Program

Façade Improvement Loan Program – Purpose

The Façade Improvement Loan Program is intended to assist property owners in identified community improvement project areas with façade improvements and to bring participating buildings and properties within the identified community improvement areas into conformity with the City of London Property Standards By-law. Through this program, the City provides a no interest 10-year loan. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$50,000. In some locations (see the targeted incentive zone on Map 1 for specific locations) a portion of these loans may be partially forgivable in the form of a grant from the City.

Façade Improvement Program – Goals

The overarching goals of this Program are to:

- Support the maintenance, improvement and beautification of the exterior appearance of buildings in downtown London;
- Encourage reinvestment in downtown London that complies with the Downtown Heritage Conservation District and other design guidelines;
- Help make the downtown environment interesting and aesthetically pleasing for residents, patrons and visitors alike;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

Façade Improvement Program – Eligible Works

Eligible works that will be financed through this program include improvements that are demonstrated to enhance the appearance of building exteriors while meeting the Heritage Conservation District Plan as well as applicable Urban Design Guidelines. Examples of works that may be eligible under this program include:

- Exterior street front renovations compliant with the Downtown Heritage Conservation District Plan;
- Exterior street front renovations compliant with Downtown Design Study Guidelines (1991);
- Portions of non-street front buildings, visible from adjacent streets. Non-street front visible portions may only be eligible for funding after the street front façade has been improved or street front improvements have been deemed unnecessary by the Director, Economic Services and Supports, or designate;
- Awnings that are affixed to the exterior street front of a building which are used to keep the sun or rain off a storefront, window, doorway, or sidewalk, and/or to provide signage for a commercial tenant;
- Business name signage that is affixed to the exterior street front of a building;
- Decorative lighting which is affixed to the exterior street front of a building that is ornamental and installed for aesthetic effect;
- Eaves troughs, rain gutters, soffits, fascia, bargeboard, and other materials that direct rain water;
- Doors, windows and their finished framing;
- Professional fees for the preparation of drawings and technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan).

Note: A Heritage Alteration Permit is required for all works in the Downtown Heritage Conservation District including signage.

Façade Improvement Program – Works Not Eligible

The following list provides examples of materials that are not eligible to be financed through this program:

- New stucco building materials;
- Back lit signs;
- Vinyl windows;
- Metal siding with faux-wood grain or similar products;
- Stacked stone veneer or similar products;
- Any other materials that at the discretion of the Director, Economic Services and Supports, or designate, are deemed ineligible, inauthentic, or inconsistent with the Downtown Heritage Conservation District Plan.

Façade Improvement Program – Loan Terms

A complete application must be received, and a City *Commitment Letter* issued before any work can commence.

Period

The loan will be interest free and will be amortized over a 10-year period.

Loan Amount

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per building;
- A maximum of \$50,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that related to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$50,000 per *discrete building*.

Determination of Eligible Non-Street Front Façade Improvements

The Director, Economic Services and Supports or designate will decide when this program can be applied to a building façade that is not street facing. Typically, this consideration is made when the street-front façade is deemed to be in compliance with the Downtown Heritage Conservation District Plan, Downtown Design Study Guidelines (1991), as well as Building and Fire Codes.

Determination of Façade Improvements where there are Two Street Frontages

If a building has both the front and rear façade facing a municipal street (not a private street or a laneway), then the building is eligible for a Façade Improvement Loan for each unique street fronting façade. Further, if a building is on a corner property where two or more façades face a municipal street (not a private street or laneway), then the building is eligible for two or more Façade Improvement Loans. All façade designs must be in compliance with the Downtown Heritage Conservation District Plan, Downtown Design Study Guidelines (1991), as well as Building and Fire Codes, to be eligible for loans.

Loan Distribution

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated cheques (to be used for the first-year repayment of the loan) are received or automatic withdrawal information is provided. If required, City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

Loan Security and Postponement

Loans will be secured through the registration of a lien placed on property title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Director, Economic Services and Supports or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated, or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

Loan Agreement

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

Repayment Provisions

Loan repayments will begin six months after the advancement of funds, unless the repayment will begin during a *road construction* project; in that instance, the applicant can decide if the loan repayment will begin six months after the advancement of funds

or after the *road construction* deferral period as determined in the Loan Repayment Deferral Due to Road Construction section has concluded. Repayment of the loan will be monthly and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

Transferable Loans

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

Façade Improvement Program – Forgivable Loan – Grant Terms

Subject to the eligibility criteria detailed in the program guidelines, forgivable loans are set up to grant a percentage of the annual loan repayment back to the applicant over a 10-year period.

Forgivable Grant Amount

Where applicable, and if confirmed in the City's *Commitment Letter*, a portion of the Façade Improvement loan may be forgivable and paid back to the applicant in the form of a grant to cover the lesser of:

- A maximum of \$12,500; or
- 25% of the loan amount.

Annual Grant Value

Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

For example:

\$50,000 Façade Improvement Loan
Yearly Loan Repayments = \$50,000 / 114 payments = \$438.60 / month x 12
monthly payments = \$5,263.20

Maximum Yearly Grant Value = \$5,263.20 x 25% = \$1,315.80

Maximum Yearly Grant Value multiplied by *Pro-rated Yearly Grant Percentage*
= *Yearly Grant Value*

\$1,315.80 x 50% (assumes ground floor was only occupied for 50% of the
Calendar Year) = \$657.90.

The grant value may differ from year to year based on targeted use occupancy. Grant amounts will be monitored to ensure the maximum Forgivable Grant Amount is not exceeded.

Grant Disbursement

PO – The disbursement of the grant requires action by the applicant. During the first quarter of the *Calendar Year* the City will send out an acknowledgment letter requesting that the applicant verify the number of actual months in which a targeted or non-targeted use actively occupied the ground floor of the building for the previous *Calendar Year*.

PO – To be eligible to receive the annual grant, the applicant must meet all conditions detailed in the program guidelines including:

- The loan must be in good standing with no arrears owing;
- All City of London property taxes must be paid in full and the account deemed in good standing by the Taxation Division;

- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property;
- The acknowledgement letter is completed by the applicant and returned to City of London.

Having confirmed that the applicant has met all conditions of the program guidelines, the annual grant can be disbursed. Providing misleading information can result in the default of the balance of the loan and the forfeiture of the ongoing grant.

15. Upgrade to Building Code Loan Program

Upgrade to Building Code Loan Program – Purpose

The Upgrade to Building Code Loan Program is intended to assist property owners with the financing of building improvements that are often necessary to ensure older buildings comply with current Building Code Requirements. The costs associated with these improvements frequently pose a major issue for building owners wanting to upgrade their properties. This issue is amplified in the Downtown where much of the building stock is older and needs major rehabilitation. Through this program, the City provides a no interest 10-year loan for an eligible property. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$200,000. In some locations (see the targeted incentive zone map for specific locations) a portion of these loans may be partially forgivable in the form of a grant from the City.

Upgrade to Building Code Loan Program – Goals

The overarching goals of this Program are to:

- Support the maintenance, improvement, beautification, and viability of the historic building stock in downtown London;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Support the development of distinctive, interesting and attractive commercial spaces in existing buildings to assist in the regeneration of Downtown London;
- Help ensure that buildings are safe for residents, patrons, and visitors alike by meeting Ontario Building Code and Fire Code regulations;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

Upgrade to Building Code Loan Program – Eligible Works

Eligible works that will be financed through this program include improvements that are demonstrated to be necessary to meet Building and Fire Code requirements, address one or more health and safety issues, and accessibility and/or environmental sustainability issues. Examples of works that may be eligible under this program include:

- The installation or alteration of fire protection systems such as sprinklers, stand pipes, fire alarms, emergency power, lighting, and exit signs;
- Installation or alteration of fire separations, fire doors, fire shutters and other fire protection devices;
- The relocation of fire escapes and the installation of new exit facilities;
- The extension of plumbing and electrical services for the creation of habitable space;
- The replacement of plumbing, electrical, and mechanical systems that no longer meet Building Code requirements;
- The construction or alteration of stairs, guards, handrails, etc.;
- The reinforcement or reconstruction of floors, walls, ceilings or roofs;
- The installation or alteration of required window openings to residential spaces;
- Required improvements to ventilation systems;
- Improvements for barrier-free accessibility including elevators, ramps, and washrooms;

- Improvements for green, or sustainable developments such as living walls and green roofs;
- Improvement to basements, or other such spaces that can be occupied and are located below the first storey;
- Asbestos abatement, including the removal, enclosure and/or encapsulating to prevent building occupant from being exposed to the fibers;
- Renovations required to remove moulds (or other materials caused by water-damage from interior building materials), replace affected materials and install vapour barriers;
- Professional fees for the preparation of drawings and technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan);
- Other improvements related to health and safety issues at the discretion of the Director, Economic Services and Supports or designate.

Upgrade to Building Code Loan Program – Loan Terms

Period

The loan will be interest free and will be amortized over a 10-year period.

Loan Amount

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per buildings; or
- A maximum of \$200,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that relate to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$200,000 per *discrete building*.

Loan Distribution

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated cheques (to be used for the first year repayment of the loan) are received or automatic withdrawal information is provided. If required, City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

Loan Security and Postponement

Loans will be secured through the registration of a lien placed on title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Director, Economic Services and Supports or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated, or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

Loan Agreement

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan

period elapses. The agreement shall include the terms and conditions included in the program guidelines.

Repayment Provisions

Loan repayments will begin six months after the advancement of funds, unless the repayment will begin during a *road construction* project; in that instance, the applicant can decide if the loan repayment will begin six months after the advancement of funds or after the *road construction* deferral period as determined in the Loan Repayment Deferral Due to Road Construction section has concluded. Repayment of the loan will be monthly and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

Transferable Loans

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

Upgrade to Building Code Loan Program – Forgivable Loan – Grant Terms

Subject to the eligibility criteria detailed in the program guidelines, Forgivable Loans are set up to grant a percentage of the annual loan repayments back to the applicant over a 10-year period.

Forgivable Grant Amount

Where applicable, and if confirmed in the City's *Commitment Letter*, a portion of the Upgrade to Building Code loan may be forgivable and paid back to the applicant in the form of a grant to cover the lesser of:

- Maximum of \$25,000; or
- 12.5% of the loan amount.

Annual Grant Value

Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 12.5% to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

For example:

\$150,000 Upgrade to Building Code Loan
Yearly Loan Repayments = \$150,000 / 114 payments = \$1,315.79 / month x 12
monthly payments = \$15,789.48

Maximum Yearly Grant Value = \$15,789.48 x 12.5% = \$1,973.69

Maximum Yearly Grant Value multiplied by *Pro-rated Yearly Grant Percentage*
= *Yearly Grant Value*

\$1,973.69 x 100% (assumes ground floor was occupied for the entire *Calendar Year*) = \$1,973.69.

The grant value may differ from year to year based on targeted use occupancy. Grant amounts will be monitored to ensure the maximum Forgivable Grant Amount is not exceeded.

Grant Disbursement

PO – The disbursement of the grant requires action by the applicant. During the first quarter of the calendar year the City will send out an acknowledgment letter requesting that the applicant verify the actual number of months in which a targeted or non-targeted use actively occupied the ground floor of the building for the previous *Calendar Year*.

PO – To be eligible to receive the annual grant, the applicant must meet all conditions detailed in the program guidelines including:

- The loan must be in good standing with no arrears owing;
- All City of London property taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property;
- The acknowledgement letter is completed by the applicant and returned to City of London.

Having confirmed that the applicant has met all conditions of the program guidelines, the annual grant can be disbursed. Providing misleading information can result in the default of the balance of the loan and the forfeiture of the ongoing grant.

16. Rehabilitation and Redevelopment Tax Grant Program (“Tax Grant”)

This program is only available in the Original Downtown Community Improvement Project Area (See Map 2)

Tax Grant Program – Purpose

The Tax Grant is intended to provide economic incentive for the rehabilitation and/or redevelopment of residential and commercial properties in the Original Downtown Community Improvement Project Area. Properties in the Expanded Richmond Row Community Improvement Project Area are not eligible. The program helps property owner’s transition to a higher tax assessment because of property improvements. Through this program, the City provides a ten-year tax grant for an eligible property, with annual grant amounts declining over this ten-year period. The total grant value is based on the increase in municipal taxes resulting from the rehabilitation and/or redevelopment of the property according to the MPAC assessment.

Tax Grant Program – Goals

The overarching goals of the Tax Grant are to:

- Grow our economy through investing in London’s downtown as the heart of our city;
- Stimulate and assist private property owners to rehabilitate buildings in the Downtown to ensure long term viability;
- Encourage preservation of significant heritage resources;
- Foster a diverse and resilient economy.

Tax Grant Program – Eligible Works

Eligible works that will be financed through this program include:

- Construction, erection, or placing of one or more buildings or structures on land that has the effect of increasing municipal property taxes;
- Additions or alterations to a building or structure that has the effect of increasing municipal property taxes;
- Other improvements related to health and safety issues at the discretion of the Director, Economic Services and Supports, or designate, that have the effect of increasing municipal property taxes.

Tax Grant Program – Additional General Eligibility Criteria and Conditions

- All applicable property taxes owing for each year must be fully paid prior to the disbursement of any annual grant amount under this program. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant;

- The City is not responsible for any costs incurred by an applicant in relation to the Tax Grant program, including without limitation, costs incurred in application of a grant;
- Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e., if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year);
- The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy, except if the project converts an eligible vacant office building to residential units;
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved;
- The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason, the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done;
- The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant. **PO** – The property owner will notify the City if mail or email address changes throughout the term of the Tax Grant program.
- In instances where a participating Level 1, Level 2, or Level 3 Grant property has undergone a tax reclassification during the period of an executed grant agreement, the municipality reserves the right to recalculate the grant schedule to reflect the new tax class of the participating property. Should it be determined that the grant agreement and grant schedule is no longer appropriate because it results in grants not reflecting the new tax class, the value of the taxes received and the value of grants provided, the municipality reserves the right to amend the current agreement and establish a new grant schedule and grant agreement for the balance of the grant period. This amended grant agreement and grant schedule may be pro-rated to reflect the date of reclassification;
- Tax increases that result from a general reassessment, a change in tax legislation or an increase in the tax (or mill) rate will not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e., changes in tax (or mill) rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment;
- If buildings are to be demolished to clear the site for redevelopment, a demolition permit must be obtained prior to any demolition work. Failure to obtain a demolition permit will result in the application being ineligible for this program;
- In instances where a participating Level 1 or Level 2 Grant property is demolished in whole before the grant period elapses the grant shall become forfeit and is to be repaid to the City no later than 30 days after the demolition has occurred;
- For participating Level 1, Level 2, or Level 3 Grant properties, demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for grant repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City and a demolition permit is obtained.

Eligibility for Level 1: Grants for Rehabilitation of Heritage Designated Properties

Grant Level 1 of the Tax Grant program applies to properties that are individually designated under Part IV of the *Ontario Heritage Act* and where the buildings or structures are rehabilitated or renovated in such a way that would not compromise the reasons for designation. The eligibility requirements for this program level are:

- The property shall be designated under Part IV of the *Ontario Heritage Act* (in other words, is not just listed in the Inventory of Heritage Resources);
- The property shall be rehabilitated/renovated such that it will not compromise the reasons for designation;
- A Heritage Alteration Permit shall be required prior to undertaking any work on a designated property;
- The renovations undertaken shall be sufficient to result in a re-assessment of the property.

Eligibility for Level 2: Rehabilitation / Renovation Grants

This level of the Tax Grant program applies to existing buildings that are rehabilitated or renovated to ensure longer-term viability. The purpose of this grant level is to further encourage finer-grained, small-scale revitalization projects. The eligibility requirements for this program level are:

- Property shall contain an existing building;
- For properties listed as Priority 1, 2 or 3 in the City of London's "Inventory of Heritage Resources" a Heritage Planner will be consulted to assess works to be undertaken;
- The property shall be rehabilitated/renovated such that it will be consistent with Council-approved Guidelines;
- Eligible vacant office buildings converted to residential units are considered a Level 2 grant.
- The renovations undertaken shall be sufficient to result in a re-assessment of the property.

Eligibility for Level 3: Redevelopment Grants

This level of the Tax Grant program applies to new buildings that are developed on cleared sites with no buildings on them. The purpose of this level is to encourage the rehabilitation of under-utilized sites. The eligibility requirements for this level of the program are:

- The property shall be redeveloped, such that the design of the new structure is consistent with Council-approved Guidelines;
- The construction undertaken shall be sufficient to result in a re-assessment of the property.

Tax Grant Program – Grant Terms

Period

Grants will be paid over a ten-year period, with Year 1 being the first full calendar year that taxes are paid after the project is completed and reassessed. For example, where a project is completed and the property is reassessed on February 28, 2017, the grant recipient will receive a Year 1 grant at the end of 2018 (after a full year of taxes are paid at the new rate in 2018). However, where the total value of the grant is less than or equal to one thousand dollars (\$1,000), a one-time lump sum payment of the total grant amount as detailed in the grant agreement will be issued.

Calculation of Annual Tax Increment

See Definitions.

Grant Amount

The amount of the grant will vary from project to project and will decline over the course of the 10-year payback period. The grant will be based on the increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from the improvements to the property) and the assigned *Year/Level Factor*, as shown below:

Year	Level 1 - Part IV Heritage Designated	Level 2 - Existing Buildings	Level 3 - Cleared Land
1	100%	70%	60%
2	100%	70%	60%
3	100%	60%	50%
4	90%	50%	40%
5	80%	40%	30%
6	70%	30%	20%
7	60%	20%	10%
8	50%	10%	10%
9	40%	10%	10%
10	30%	10%	10%

PO – Please note that the reassessment could take one to two years or longer. It is the property owner’s responsibility to notify Economic Services and Supports about an increase in property assessment related to the improvement project to activate the grant program.

Grant Agreement

Participating property owners in the Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner’s obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines. The grant agreement will be signed by the Director, Economic Services and Supports, or designate.

Grant Distribution

At the end of each year, Economic Services and Supports will provide a list of grant properties to the City’s Tax Office requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. Economic Services and Supports will also confirm that any outstanding loans relating to the properties are in good standing. Finally, Economic Services and Supports will verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, Economic Services and Supports will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

Transferable Grants / Condominium Projects

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

PO - The property owner who is selling a property with active loans or grants should contact Economic Services and Supports prior to finalizing the sale to either repay the loans to remove the liens or transfer the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).

17A. Combined Residential Development Charges (DC) and Tax Grant Program

This program is available only in the Original Downtown Community Improvement Project Area (See Map 2)

DC & Tax Grant Program – Purpose

The Combined Residential Development Charges (DC) and Tax Grant program is intended to provide economic incentive for the development of residential properties in the Original Downtown Community Improvement Project Area. Properties in the Expanded Richmond Row Community Improvement Project Area are not eligible.

Through this program, the City provides a combined 10-year grant for an eligible property. For property owners who pay property taxes, the grants cover 100% of the residential development charges and a portion of the increase in municipal taxes resulting from the development of the property (as outlined in the Tax Grant Program Section). For property owners who are exempt from paying property taxes, the grants cover 100% of the residential development charges.

DC & Tax Grant Incentive – Goals

The overarching goals of this combined program are to:

- Grow our economy through investing in London's downtown as the heart of our city, in particular by developing new residential units;
- Promote intensification and redevelopment within the existing built-up area;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Strengthen the Downtown property assessment base;
- Bring participating buildings and properties within the Original Downtown Community Improvement Project Area into conformity with the City of London Property Standards By-law and Building Code.

DC & Tax Grant Program – Eligible Works

Eligible works that will be financed through this program include:

- The construction, erection, or placement of one or more buildings or structures on a property that has the effect of creating new dwelling units for which residential Development Charges are required to be paid in accordance with the Development Charges By-law;
- The addition or alteration to a building or structure that has the effect of creating new dwelling units for which residential Development Charges are required to be paid in accordance with the Development Charges By-law;
- Multi-unit residential and mixed-use buildings will be considered and funded as single projects; however, the Grant will only apply to the residential DC portion of a mixed-use building.

DC & Tax Grant Incentive – Additional Application Requirements

- The application must be submitted prior to or coincident with the application of a building permit and approved by Economic Services and Supports prior to construction on the project beginning;
- Under no circumstances shall an applicant have their Development Charges payable waived by this program and also receive DC grant funding disbursed by the City to the applicant;
- Applicants who select to pay development charges over 21 annual installments are not eligible for application to this grant program;
- All additional application requirements found in the Rehabilitation and Redevelopment Tax Grant Program ("Tax Grant") section also apply to the Combined DC & Tax Grant Program, unless the property owner is exempt from paying property taxes, then requirements regarding the payment of property taxes are not valid.

DC & Tax Grant Incentive – Grant Terms

All construction and improvements made to buildings and/or land shall be made pursuant to a building permit, and/or other required permits, and constructed in

accordance with the Ontario Building Code and all applicable Official Plan, Zoning By-law, and any other planning requirements and approvals.

Calculation of Annual Tax Increment

See Definitions.

Period

If the property owner is exempt from paying property taxes, please see the section entitled Period – Property Tax Exempt Property Owners. The combined Residential Development Charge and Tax Grant commences in the same year (after re-assessment by MPAC). The scheduled grant will be equivalent to 100% of the municipal portion of the tax increment each year until all the DCs have been repaid. The grants will generally be over a 10-year period, equivalent to 100% of the municipal portion of the *Annual Tax Increment* each year until all the DCs have been repaid. The Residential Development Charge grant payment period may extend beyond 10 years with annual payments being made, until such time that the applicant receives a grant for the full amount of the Residential DCs paid. The Tax Grant program will expire after 10 years.

Example of a Level 3 Project with a net residential development charge of \$4 million and an *Annual Tax Increment* of \$650,000:

Table 3 – Level 3 Combined DC and Tax Grant Example

Development Charges:		\$4,000,000			
Annual Tax Increment:		\$650,000			
Assessed Value:		\$55,000,000			
Year	Tax Grant		DC Grant		Annual Grant Amount
	Rate (%)	\$	Rate (%)	\$	= (100% of increment)
1	60	\$390,000	40	\$260,000	\$650,000
2	60	\$390,000	40	\$260,000	\$650,000
3	50	\$325,000	50	\$325,000	\$650,000
4	40	\$260,000	60	\$390,000	\$650,000
5	30	\$195,000	70	\$455,000	\$650,000
6	20	\$130,000	80	\$520,000	\$650,000
7	10	\$65,000	90	\$585,000	\$650,000
8	10	\$65,000	90	\$585,000	\$650,000
9	10	\$65,000	90	\$585,000	\$650,000
10	10	\$65,000	90	\$35,000	\$100,000
Total		\$1,950,000		\$4,000,000	\$5,950,000

Period – Property Tax Exempt Property Owners

For property owners who do not pay property taxes, the Residential Development Charges Grant commences the year after the residential units in the building can be occupied. For example, if the building can be occupied in 2021, the first grant is issued in the first quarter of 2022.

Economic Services and Supports will monitor the payment of development charges to ensure that at no time, a grant is issued before development charges have been paid and to ensure the amount of development charges collected by the City of London is always equal to or more than the amount of the Residential Development Charges Grant provided to the applicant.

The Residential Development Charges Grant will be paid in 10 equal annual installments until such time that the applicant receives a grant for the full amount of the Residential DCs paid.

Example of a Level 3 Project with a net residential development charge of \$4 million:

Table 4 – Level 3 Residential DC Grant for Tax Exempt Property Owner Example

Development Charges:		\$4,000,000			
Annual Tax Increment:		N/A			
Assessed Value:		\$55,000,000			
Year	Tax Grant		DC Grant		Annual Grant Amount
	Rate (%)	\$	Rate (%)	\$	
1	N/A	N/A	N/A	\$400,000	\$400,000
2	N/A	N/A	N/A	\$400,000	\$400,000
3	N/A	N/A	N/A	\$400,000	\$400,000
4	N/A	N/A	N/A	\$400,000	\$400,000
5	N/A	N/A	N/A	\$400,000	\$400,000
6	N/A	N/A	N/A	\$400,000	\$400,000
7	N/A	N/A	N/A	\$400,000	\$400,000
8	N/A	N/A	N/A	\$400,000	\$400,000
9	N/A	N/A	N/A	\$400,000	\$400,000
10	N/A	N/A	N/A	\$400,000	\$400,000
Total		\$0		\$4,000,000	\$4,000,000

Lump Sum Payment Option

Where the total value of the Residential Development Charges Grant is less than or equal to fifty thousand dollars (\$50,000), a one-time lump sum payment of the total grant amount will be issued, after confirmation that the residential units in the building are occupied and as detailed in the grant agreement.

Grant Amount

The amount of the grant will be based upon:

- The value of net residential Development Charges paid to the City for the eligible project as calculated by the Chief Building Official (or designate);
- For property owners required to pay property taxes, the increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from improvements to the property).

Grant Agreement

Participating property owners in the combined Residential Development Charges and Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner's obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines. The agreement will be altered for property owners exempt from paying property taxes to modify the terms and conditions regarding reassessment and property tax payments. The grant agreement will be signed by the Director, Economic Services and Supports, or designate.

Grant Distribution

At the end of each year, Economic Services and Supports will provide a list of grant properties to the City's Tax Office requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. The City's Tax Office will also confirm that any property owners who were previously exempt from paying property taxes are still exempt. Economic Services and Supports will also confirm that any outstanding loans relating to the properties are in good standing and finally Economic Services and Supports will also verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, Economic Services and Supports will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

Transferable Grants / Condominium Projects

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant

payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

PO - The property owner who is selling a property with active loans or grants should contact Economic Services and Supports prior to finalizing the sale to either repay the loans to remove the liens or transfer the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).

EXAMPLE DOWNTOWN GRANT AGREEMENT

THIS AGREEMENT CONSISTS OF FIVE PAGES

Application No.:

Name of Property Owner(s):

Address of Project:

Legal Description of Property (Lot and Plan Number):

Roll Number(s):

Mailing Address of Owner:

Telephone No.:

Fax No.:

Heritage Alteration Permit Information:

Date Permit Approved (attach copy):

Designating By-Law:

PROJECT INFORMATION (Attach copy of Building Permit)

Building Permit Number:

Date of Permit:

Value of Project (from Building Permit):

Application Tracking Information (for Staff use only)	Date and Staff Initials
Application Accepted	
Pre-improved Assessment Value Determined	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Corporate Services for Preparation of Schedules	
Post-improved Assessed Value Determined	
Economic Services and Supports Receives Grant Schedules from Finance	
Applicant Chooses Grant Schedule	
Date of Lump Sum Payment (if applicable)	
First Grant Cheque Issued	
Last Grant Cheque Issued - File Closed	

EXAMPLE DOWNTOWN GRANT AGREEMENT

THIS AGREEMENT CONSISTS OF FIVE PAGES

GRANT CALCULATION:

Grant Level:

Pre-improved assessed value:

Date:

Post-improved assessed value:

Date:

Increase in assessed value after adjustments:

Applicable tax (mill) rate (municipal portion):

Annual tax increment:

Net Residential Development Charges paid:

Schedule 1

Year (Tax Year)	Year/Level Factor	Tax Grant (\$)	Residential Development Charges Grant (\$)
1	%	\$	\$
2	%	\$	\$
3	%	\$	\$
4	%	\$	\$
5	%	\$	\$
6	%	\$	\$
7	%	\$	\$
8	%	\$	\$
9	%	\$	\$
10	%	\$	\$
Total		\$	\$

Lump Sum Payment Amount (if applicable):

EXAMPLE DOWNTOWN GRANT AGREEMENT

THIS AGREEMENT CONSISTS OF FIVE PAGES

Conditions:

1. The term "Applicable Tax (Mill) Rate" refers to the General, or Municipal portion only of the total tax (mill) rate paid. It does not include such taxes/charges as Education, Transportation, Local Improvement, or other "area charges", Business Improvement Area (BIA) levy, or any Phase In, or Encroachment Fee. Changes in the tax (mill) rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment.
2. Grants are not payable by the City until such time as all additional assessment eligible for grant has been added to an assessment roll by the Municipal Property Assessment Corporation, all taxes eligible for grant have been billed by the City, and all taxes outstanding including billed taxes that have not yet become due are paid in full for all years by the taxpayer. Grants are also not payable by the City until such time as all possible assessment appeals relating to value of the land before the additional assessment or to the value of the additional assessment have been filed and decided. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant.
3. Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e. if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year).
4. The applicant(s) for a Tax Grant and Residential Development Charges Grant must be the registered owner(s) of the subject property.
5. Separate applications must be made for each discrete property under consideration for a grant.
6. The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy.
7. The total value of the grants provided under this program over the full term of the grant payment shall not exceed the value of the work done. Furthermore, the amount of the grant shall not exceed the municipal portion of the tax bill. Taxes and charges including transit and education taxes and cap adjustments, phase-ins or claw back amounts are excluded in the calculation.
8. Tax increases that result from a general reassessment, a change in tax legislation or an increase in the tax (mill) rate will not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e. changes in tax (mill) rate after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment).

EXAMPLE DOWNTOWN GRANT AGREEMENT

THIS AGREEMENT CONSISTS OF FIVE PAGES

9. If a participating property is demolished in whole before the rebate grant elapses it shall cause the grant to be forfeited and be repayable to the municipality. Demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City. In the event of demolition in the absence of the consent of the City, either partial or complete, the forfeited grant shall be repayable within ninety (90) days of notice being provided by the City to the applicant that the funds already provided have been deemed to be forfeited and are now due to be repaid. In addition, any amount of future grant money to be paid in accordance with Schedule 1 is deemed forfeited.
10. The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason, the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done.
11. The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. The City will make reasonable efforts to reach the applicant by way of written correspondence to the address in this Agreement, or any last known address provided by the applicant to the City. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant.
12. In those instances where the total value of the Tax Grant over the full term of the grant period is less than or equal to one thousand dollars (\$1,000), the City may exercise, at its own discretion, the option of issuing a one-time lump sum payment of the total grant amount. In those instances where the total value of the Residential Development Charges Grant is less than or equal to fifty thousand dollars (\$50,000), the City may exercise, at its own discretion, the option of issuing a one-time lump sum payment of the total grant amount.
13. Any portion of the property that is sold (excluding one or more condominium units) during a calendar year, will not be eligible for a grant rebate for that entire year or subsequent years of the grant schedule. The grant schedule included in this agreement will be modified each year, as necessary, to reflect the sale of the property or portions thereof. For the purposes of sale of condominium units, where the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.
14. Any appeals of the property's assessed value that result in a reduction in the assessed value of the property, will cause the entire 10-year grant schedule to be re-calculated recognizing the property's revised assessed value.
15. In those instances where a participating property has undergone a tax reclassification and the municipality has determined that an amended grant agreement and grant schedule is required, the participating property owner agrees to the amendment of the grant agreement and grant schedule and the execution of an amended grant agreement and grant schedule.

EXAMPLE DOWNTOWN GRANT AGREEMENT

THIS AGREEMENT CONSISTS OF FIVE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of five pages) and the terms and conditions of the Tax Grant Program and Residential Development Charge Grant Program guidelines (as attached).
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. The City is relying upon the information provided by the applicant and if the information in this agreement, or the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole, prior to the expiration of the grant period, any funds paid under this Program shall immediately be forfeited and all previously received grant payments will become due and repayable to the City. Demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City.
- D. I/WE HEREBY AGREE that if the ownership of the lands described herein, and in receipt of a grant under this program, is transferred to any person other than the signatory of this agreement (Owner), by sale, assignment, or otherwise, then this agreement shall no longer apply. The City may enter into an agreement with any subsequent owner to continue the agreement pursuant to any conditions that the City may apply or may choose to discontinue the applicable grant schedule.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as property owner on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE

DATE

Economic Services and Supports

17B. Office-to-Residential (OTR) Conversion Grant Program

This program is available only to vacant Class ‘B’ and Class ‘C’ office buildings located within the Downtown Community Improvement Project Area including the Expanded Richmond Row Community Improvement Project Area (see Map 2)

Though called a grant program, the OTR Conversion Grant Program will function as a forgivable loan. As per *Planning Act* regulations, this allows the City of London to register a lien on a property as security to ensure the funding is used to convert the vacant office space to residential units.

OTR Conversion Grant Program – Purpose

The Office-to-residential (OTR) Conversion Grant Program does not offer a development charges grant. This grant is intended to provide economic incentive for the conversion of vacant Class ‘B’ and ‘C’ office buildings to residential units in the Downtown Community Improvement Project Areas. The grant is indexed to the development charges rate and uses the development charges rate to calculate the *Lump Sum Grant Amount*. Through this program, the City provides a grant for new residential units converted from vacant office space to the applicant equal to the amount of applicable development charges in the year the application was submitted, up to the maximum grant amount of two million dollars (\$2,000,000) per property.

OTR Conversion Grant Incentive – Goals

The goals of this grant program are to:

- Grow our economy through investing in London’s downtown as the heart of our city, in particular by developing new residential units;
- Promote redevelopment within the existing built-up area;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Remove underperforming vacant office space;
- Maintain the Downtown property assessment base;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law and Building Code.

OTR Conversion Grant Program – Eligible Works

Eligible works that will be financed through this grant program include:

- *An Office-to-Residential Conversion Project;*
- Final determination of a building’s or structure’s eligibility for the OTR Conversion Grant Program will be made by the Director, Economic Services and Supports, or designate.

OTR Conversion Grant Incentive – Additional Application Requirements

- The grant application must be submitted coincident with the application of a building permit;
- The grant application must be approved by Economic Services and Supports prior to construction on the project beginning;
- All applicable property taxes owing must be fully paid prior to the disbursement of any grant under this program. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant;
- The City is not responsible for any costs incurred by an applicant in relation to the OTR Conversion Grant Program, including without limitation, costs incurred in application of a grant.
- All funding under this program must be disbursed by September 8, 2027, meaning applicants have until that date to obtain their building permit and receive the grant.

OTR Conversion Grant Incentive – Grant Terms

All construction and improvements made to buildings and/or land shall be made pursuant to a building permit, and/or other required permits, and constructed in accordance with the Ontario Building Code and all applicable Official Plan, Zoning By-law, and any other planning requirements and approvals.

OTR Conversion Grant Calculation

The grant will be calculated based on the applicable development charges rate per residential dwelling unit in the year that the application to the OTR Conversion Grant Program is made. For example, if a complete OTR Conversion Grant application is received in 2024, the OTR Conversion Grant is based on the applicable 2024 DC rates. The maximum grant amount is two million dollars (\$2,000,000) per property.

The example in Table 5 shows how the OTR Conversion Grant is calculated for a 100-unit office-to-residential conversion project with five bachelor units, 45 one-bedroom units, 40 two-bedroom units, and 10 three-bedroom units. In this example, the calculation equals \$2,446,570; however, the total OTR Conversion Grant is \$2,000,000 as that is the maximum amount permitted.

Table 5 – OTR Conversion Grant Calculation

Unit Type	Unit Count	2024 Grant Calculation* for Apartments with <2 Bedrooms	2024 Grant Calculation* for Apartments with >= 2 Bedrooms	Total
Bachelor	5	\$20,777		\$103,855
One-bedroom	45	\$20,777		\$934,965
Two-bedroom	40		\$28,155	\$1,126,200
Three-bedroom	10		\$28,155	\$281,550
Total	100			\$2,446,570
Total Grant				\$2,000,000

*2024 Grant value matches 2024 DC Rate

Grant Security and Postponement

The OTR Conversion Grant will be secured through the registration of a lien placed on title for the total amount of the grant. Liens will be noted on the tax roll and will be registered and discharged by the City. The Director, Economic Services and Supports or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the grant in circumstances where any of the registered mortgages are being replaced, consolidated, or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property. The lien is discharged from the property when the final building permit inspection has passed confirming the work to create the residential units has concluded and meets the requirements of the Ontario Building Code.

Grant Agreement

Participating applicants in the OTR Conversion Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the amount of the grant, grant payment date, and the owner's obligation to repay the City for any grants received if the property is demolished within two years of receiving the grant. The agreement shall include the terms and conditions included in these program guidelines. The grant agreement will be signed by the Director, Economic Services and Supports, or designate.

Grant Distribution

Economic Services and Supports will issue the OTR Conversion Grant to the applicant upon the grant agreement being signed and confirmation from the Chief Building Official or designate that the building permit has been issued. Prior to issuing the grant, Economic Services and Supports will also confirm:

- A lien in the amount of the grant has been registered on title as security.
- The property taxes are verified in good standing by the City's Tax Office.
- That any outstanding loans related to the property are in good standing.
- That there are no outstanding orders or bylaw contraventions related to the property that affect the issuing of the building permit.

Upon confirming, Economic Services and Supports will contact the applicant and provide them with the grant cheque.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the applicant and/or the subsequent landowner is not entitled to the outstanding grant payment (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant payment under this program.

Bill No. 82
2024

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the
City of London, relating to 1160 Wharncliffe
Road South and 234 Exeter 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 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 March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 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 of The Official Plan to add a Green Space Place Type to a portion of the subject property.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1160 Wharncliffe Road South and 234 Exeter Road in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the PPS and policies of The Official Plan and the Southwest Area Secondary Plan. The recommended amendment would facilitate the development of a residential subdivision consisting of: eighty (80) single detached lots (Lots 1 to 80), two (2) blocks for street towns (Blocks 81 and 82) three (3) medium density residential blocks (Blocks 103 to 105), three (3) open space blocks (Block 106 to 108), one (1) block for future development (Block 115), four (4) road reserve blocks (109 to 114), serviced by five (5) new streets.

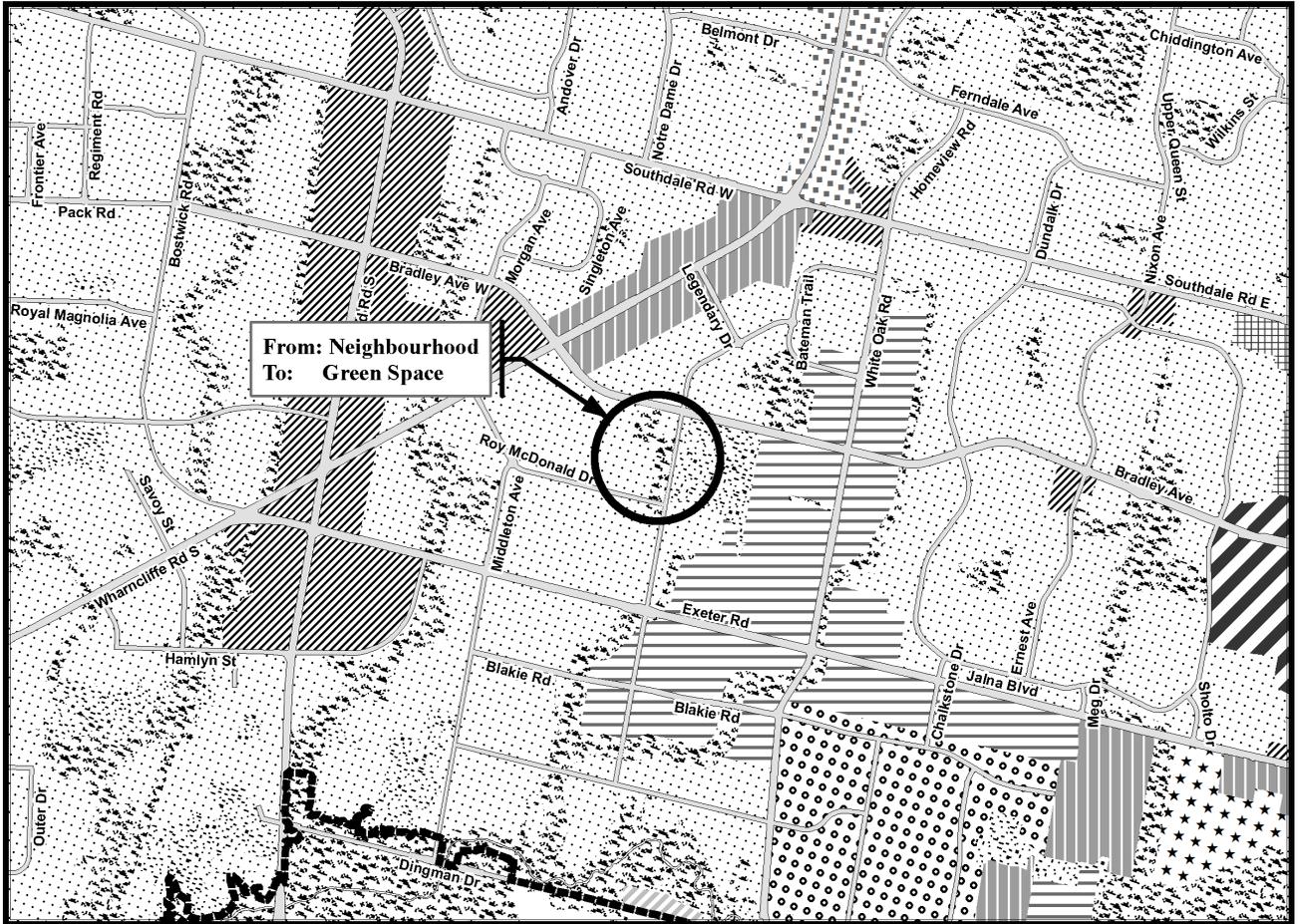
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Map 1 – Place Types, to The Official Plan for the City of London Planning Area is amended by adding a Green Space Place Type, as indicated on “Schedule 1” attached hereto.

“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>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>0 150 300 600 900 1,200 1,500 Meters</p>	<p>FILE NUMBER: OZ-9450</p> <p>PLANNER: AC</p> <p>TECHNICIAN: RC</p> <p>DATE: 1/30/2024</p>
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Bill No. 83
2024

By-law No. C.P.-1512()-___

A by-law to amend The Official Plan, relating to
1160 Wharncliffe Road South and 234 Exeter
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, 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 March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 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 Section 1565_5 of The London Plan, List of Secondary Plans – Southwest Area Secondary Plan, by changing the designation of the subject lands from Low Density Residential to Medium Density Residential and Open Space and Environmental Review on Schedule 4 Southwest Area Land Use Plan, and Schedule 10 Central Longwoods Residential Neighbourhood Land Use designation.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1160 Wharncliffe Road South and 234 Exeter Road in the City of London.

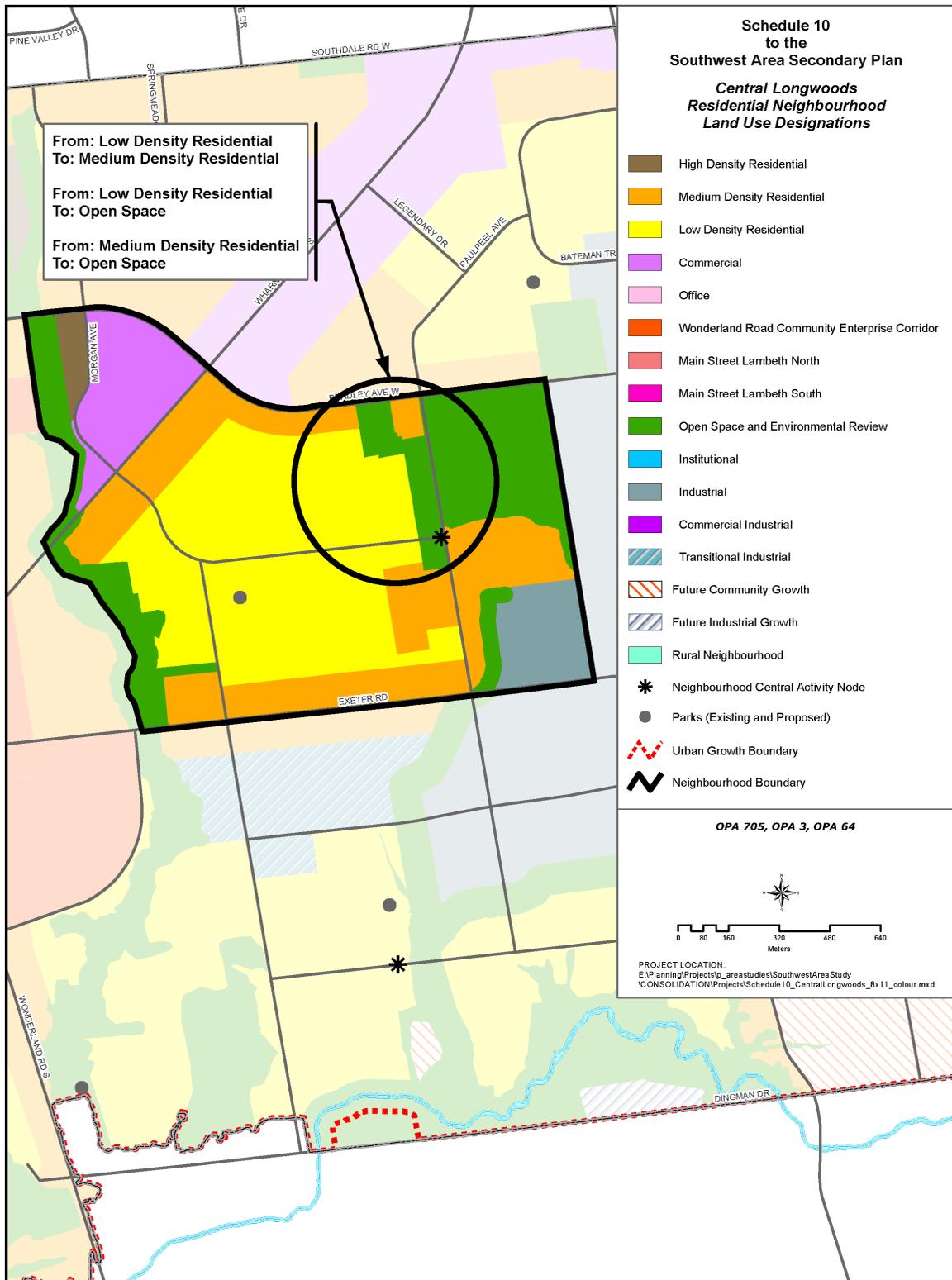
C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the PPS and policies of The London Plan and the Southwest Area Secondary Plan. The recommended amendment would facilitate the development of a residential subdivision consisting of: eighty (80) single detached lots (Lots 1 to 80), two (2) blocks for street towns (Blocks 81 and 82) three (3) medium density residential blocks (Blocks 103 to 105), three (3) open space blocks (Block 106 to 108), one (1) block for future development (Block 115), four (4) road reserve blocks (109 to 114), serviced by five (5) new streets.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Section 1565_5 of The London Plan, List of Secondary Plans – Southwest Area Secondary Plan, Schedule 4 Southwest Area Secondary Plan Land Use Plan, and Schedule 10 Central Longwoods Residential Neighbourhood Land Use designation is amended by redesignation of the subject lands, as indicated on “Schedule 2” attached here to Low Density Residential to Medium Density Residential and to Open Space and Environmental Review.



Bill No. 84
2024

By-law No. C.P.-1512()-____

A by-law to amend the Official Plan for the City of London, 2016 relating to 1467 Wharncliffe Road South

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 March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 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 Section 1565_5 of The London Plan, List of Secondary Plans – Southwest Area Secondary Plan, by changing the designation of the subject lands from Commercial to Medium Density Residential on Schedule 4 Southwest Area Land Use Plan, and Schedule 10 Central Longwoods Residential Neighbourhood Land Use Designations.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1467 Wharncliffe Road South in the City of London.

C. BASIS OF THE AMENDMENT

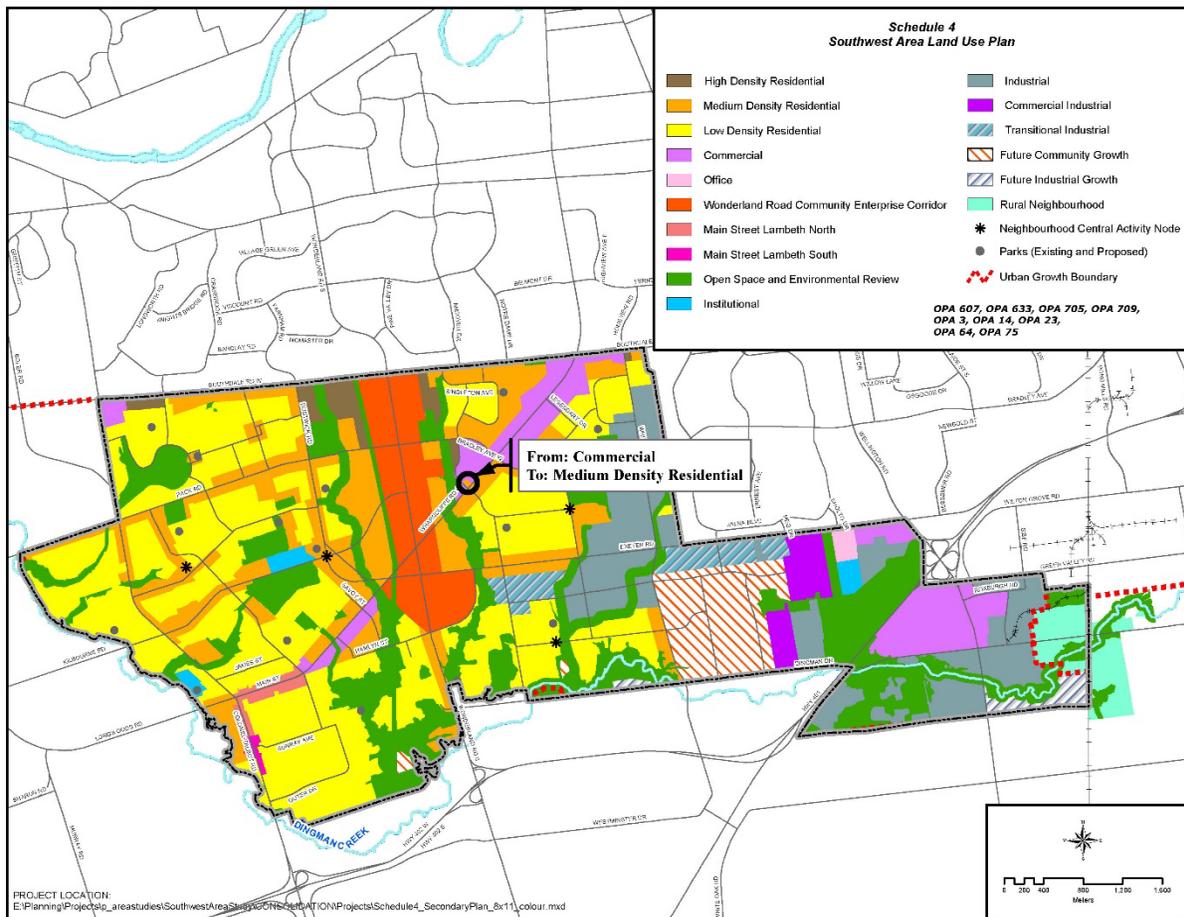
The recommended amendment is consistent with the PPS and policies of The London Plan and the Southwest Area Secondary Plan. The recommended amendment facilitates a 3.5 storey, 20-unit, residential stacked townhouse development. The recommended development will contribute to intensification within the Urban Growth Boundary, add to the mix of housing types within the neighbourhood and provides a compact, pedestrian-oriented and transit-friendly built form.

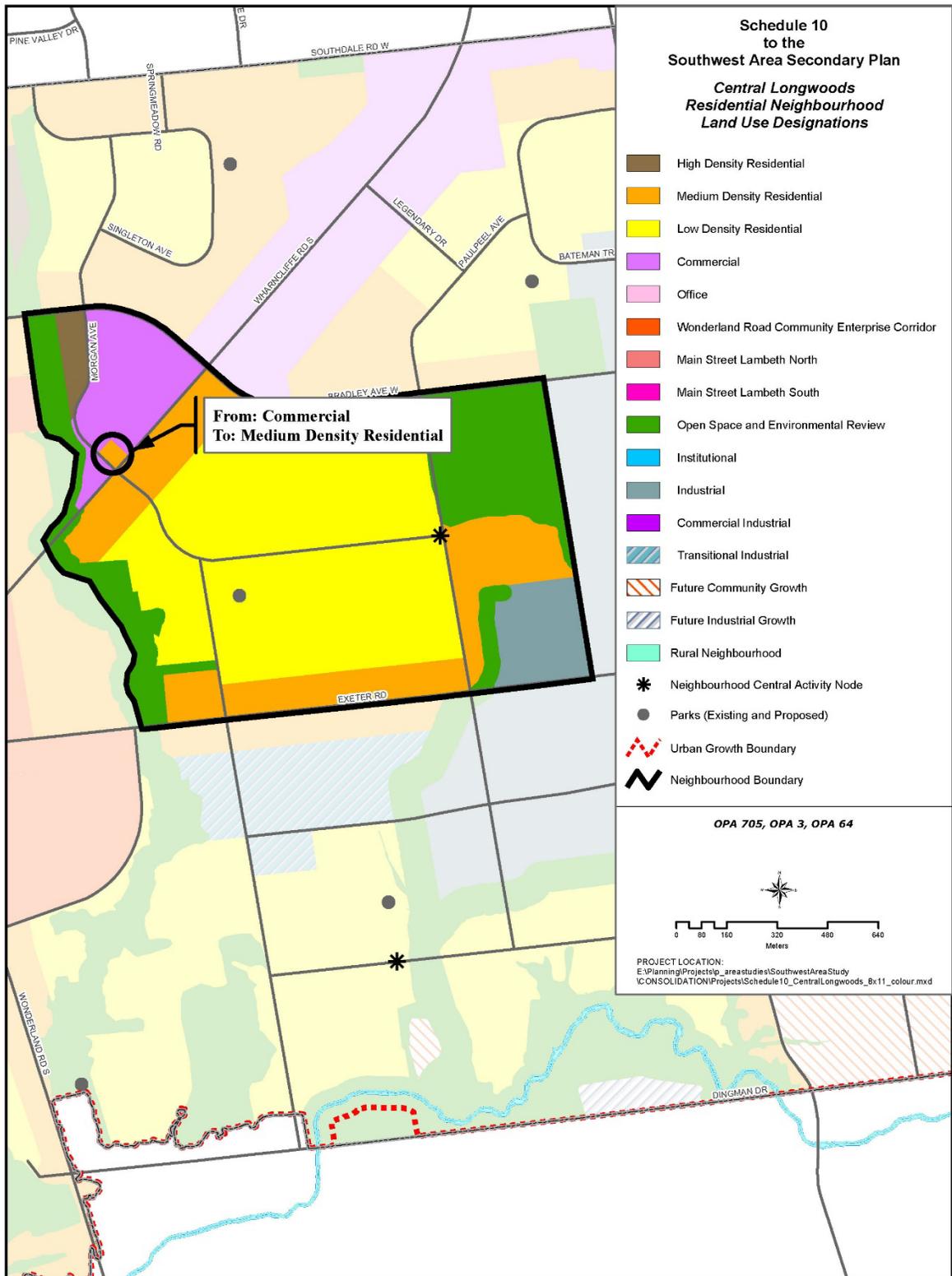
D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Section 1565_5 of The London Plan, List of Secondary Plans – Southwest Area Secondary Plan, Schedule 4 Southwest Area Secondary Plan Land Use Plan, and Schedule 10 Central Longwoods Residential Neighbourhood Land Use Designations is amended by redesignating the subject lands, as indicated on “Schedule 2” attached hereto from Commercial to Medium Density Residential.

“Schedule 1”





Bill No. 85
2024

By-law No. PW-_____

A by-law to require the owner or occupant of land to clean and clear the land, or to clear refuse from the land, not including buildings, and to repeal By-law PW-9.

WHEREAS Section 2 of the *Municipal Act, 2001* provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under the *Municipal Act, 2001* and many other Acts for the purpose of providing good government with respect to those matters;

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;

AND WHEREAS Section 10 of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting matters including: 5. Health, safety and well-being of persons; 8. Protection of persons and property; 10. Structures, including fences and signs;

AND WHEREAS Section 127 of the *Municipal Act, 2001* provides that a municipality may require the owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from the land, not including buildings; may regulate when and how matters required under the by-law may be done; may prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land; may define “refuse” for the purpose of the by-law;

AND WHEREAS Section 128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances.

AND WHEREAS Section 129 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to odour and dust;

AND WHEREAS Subsection 446(1) of the *Municipal Act, 2001* provides that a municipality may direct that in default of clearing the land of refuse by the person directed or required to do it, the cleaning and clearing of land shall be done at the person’s expense;

AND WHEREAS Subsection 446(2) of the *Municipal Act, 2001* provides that a municipality may enter upon land at any reasonable time for the purpose of cleaning and clearing the land of refuse;

AND WHEREAS the City’s *Inspections By-law A-30 (Entry on Land)* governs the City’s Powers of Entry for the purposes of carrying out inspections, and section 435 of the *Municipal Act, 2001* sets out general conditions for the Powers of Entry, including that the person exercising the power may be accompanied by a person under his or her direction;

AND WHEREAS Section 446(3) of the *Municipal Act, 2001* provides that a municipality may recover the costs of clearing the land from the person directed or required to do it and the municipality may recover the costs by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS Section 391 of the *Municipal Act, 2001* provides that a municipality may impose fees or charges on any class of persons for services or activities provided or done by or on behalf of it, and which by-law may provide for interest charges and other penalties, including the payment of collection costs, for fees and charges that are due and unpaid;

AND WHEREAS the *Police Services Act*, R.S.O. 1990, Section 15 authorizes the municipality to appoint persons to enforce the by-laws of a municipality and that Municipal Law Enforcement Officers are Peace Officers for the purpose of enforcing municipal by-laws;

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

Part 1

DEFINITIONS

1.1 Definitions

In this by-law, the following definitions shall apply:

“Art Mural” means a work of art depicting a scene or theme created in a specified location on a surface that has been approved by the property owner and deliberately implemented for the purposes of beautifying the specific location.

“City” means the corporation of the City of London.

“Compost Container” means an outdoor receptacle designed for the purpose of storing nonliving plant material as it decomposes into for use as a soil amendment. This does not include a City of London Green Bin.

“Corner Visibility Triangle” means a triangular area formed within a corner lot by the intersecting lot lines abutting two streets, or the projections thereof, and a straight line connecting them 5.4 metres (17.7 feet) from their point of intersection.

“Director” means the Director of Municipal Compliance for the City of London or their authorized representative.

“Driveway Visibility Triangle” means a triangular area formed by the intersection of the lateral limit of the travelled portion of a driveway and the street line or sidewalk (if existing) or the projections thereof, and a straight line connecting them 2.7 metres (8.9 feet) from their point of intersection.

“Graffiti” means one or more letters, symbols, figures, etchings, scratches, inscriptions, stains, or other markings that disfigure or deface, howsoever made or otherwise affixed or applied to a building, structure, surface, or thing, but does not include an Art Mural, nor a sign authorized under the City’s Sign By-law.

“Inoperative Vehicle” shall mean a licensed or unlicensed vehicle having damaged, deteriorated, removed, or missing parts or equipment necessary for its safe operation.

“Land” includes yards, vacant lots, or any part of a lot which is not beneath a building; and for the purpose of this by-law includes unenclosed decks, unenclosed porches, unenclosed carports, and unenclosed garages accessory to a residential use.

“Last Known Address” means the address which appears on the last revised assessment roll of the City.

“Lawn” means perennial turfgrass grown for ground cover, of a type that forms a dense, uniform turf when mown, including but not limited to Kentucky bluegrass, perennial ryegrass, or fine fescue.

“Officer” means a police officer or a municipal law enforcement officer of the City of London.

“Owner” includes a lessee or occupant of the land eighteen (18) years of age or older.

“Prohibited Plant” means any plant species designated by the Director as shown on *Schedule A – Prohibited Plants*.

“Receptacle” means a container used to hold refuse and includes green bins, green bin carts, recyclable material collection receptacles, waste collection receptacles and yard material collection receptacles.

“Refuse” means garbage, waste, or rubbish of any kind, including but not limited to;

- (a) rubble, debris, earth, rocks, and stones;
- (b) tree cuttings, limbs, and brush;
- (c) Inoperative Vehicles, and/or vehicle parts;
- (d) mechanical, electrical, and any kind of equipment or parts;
- (e) any type of tank including a fuel tank, oil tank, or water tank;
- (f) any and all domestic goods, furniture, or appliances;
- (g) recyclable material such as paper, cardboard, containers, or cartons;
- (h) material from construction or demolition projects;
- (i) liquids or effluents;
- (j) bones, feathers, animal hides or carcasses;
- (k) commercial shopping carts, and;
- (l) unlicensed Donation Bins;

even where such material has commercial value.

“Unlicensed Donation Bin” means a donation bin that is not owned or managed by a licensed Donation Bin Business in City of London as per the *Business Licensing By-law*.

“Vegetative Growth” means a plant garden and includes, without limiting the generality of the foregoing, an annual or perennial flower garden, food garden, rain garden, hedge, shrub, plant, vine, and groundcover, but does not include trees or Lawn.

Part 2

GENERAL PROVISIONS

2.1 Administration of By-law:

This by-law is administered by Municipal Compliance, Planning & Economic Development Services Department of The Corporation of the City of London.

2.2 Removal of Refuse, Prohibited Plants, and Graffiti

1. An Owner shall remove any Refuse from their Land so that it is left in a clean and clear condition.
2. An Owner shall ensure their Land is kept clean, clear, and free from objects or conditions, that may create a public health or safety hazard, or a nuisance.
3. An Owner shall ensure their Land is kept free and clear of any Prohibited Plants.
4. An Owner shall keep their Land, including any buildings, structures, fences, and surfaces free and clear of Graffiti.

2.3 Vegetative Growth & Lawn

1. An Owner shall ensure Lawn on their Land does not exceed 20cm (8 inches) in height or length.
2. An Owner shall ensure Vegetative Growth on their Land does not exceed 0.9m (3 feet) in height within any Corner Visibility Triangle or Driveway Visibility Triangle.
3. An Owner shall ensure that Vegetative Growth or Lawn on their Land do not create a public health or safety hazard, or a nuisance.

2.4 Containment and Storage of Refuse

1. Every Owner shall ensure that Refuse is stored in Receptacles that:
 - (a) are made of rigid, watertight construction;
 - (b) have a tight-fitting cover, which may be removed only when the container is empty or when actively loaded or cleaned;
 - (c) are maintained in good condition without holes or spillage;
 - (d) are kept clean to prevent the escape of waste, prevent litter or offensive odours, and;
 - (e) are appropriate for, and capable of, containing all refuse generated by the uses and users the receptacles serve, in accordance with the *Municipal*

Waste and Resource Materials Collection By-law WM-12, or any successor by-law.

2. Every Owner shall ensure Refuse is placed for collection in accordance with the *Municipal Waste and Resource Materials Collection By-law WM-12, or its successor.*
3. Every Owner shall ensure Refuse is not stored or kept for longer than 14 days.
4. Where an exterior bin or bulk storage container storage system is used to store Refuse the Owner shall ensure that all exterior bin or bulk storage containers are:
 - (a) equipped with lids, covers, or similar devices which are readily operable but not left open except when actively being loaded;
 - (b) large enough to contain all waste generated between collections by the occupants the system is designed to serve;
 - (c) not loaded beyond the top of the container, and;
 - (d) kept neat, tidy, litter, and vermin free.

2.5 Outdoor Furniture

Every Owner shall ensure that any furniture that is located on their Land is kept in a clean, neat, and tidy condition and maintained in good repair.

2.6 Swimming Pool Water

Every Owner shall ensure water within a swimming pool on their Land is kept in a condition which is not:

- (a) a health or safety hazard;
- (b) malodorous, or;
- (c) a breeding place or habitat for animals, including insects.

Part 3

PROHIBITIONS

3.1 Refuse Deposited on Land - prohibited

No person shall throw, place, or deposit Refuse on any Land without lawful authority

3.2 Refuse not cleared from Land – prohibited

No Owner shall fail to clear their Land of refuse.

3.3 Vegetative Growth and Lawn – fail to maintain - prohibited

No Owner shall fail to maintain Vegetative Growth or Lawn on their Land in accordance with the provisions of this by-law.

3.4 Prohibited Plants – removal

No Owner shall fail to remove Prohibited Plants identified as part of this by-law from their Land.

3.5 Refuse Containment - prohibited

No Owner shall fail to contain Refuse within Receptacles maintained in accordance with the provisions of this by-law.

3.6 Excavation – failure to enclose – prohibited

No Owner shall fail to enclose any excavation on their Land with a temporary barrier at least 122 centimetres (48 inches) in height.

3.7 Water – 30 cm deep – failure to drain – prohibited

No Owner shall fail to drain an accumulation of water on their Land that exceeds 30 centimetres (12 inches) in depth

3.8 Outdoor Furniture – fail to maintain – prohibited

No Owner shall fail to maintain outdoor furniture on their Land in accordance with the provisions of this by-law.

3.9 Swimming Pool Water – fail to maintain - prohibited

No Owner shall fail to keep or maintain the water in a swimming pool on their Land in accordance with the provisions of this by-law.

3.10 Graffiti - removal

No Owner shall fail to remove Graffiti from buildings, structures, erections, or objects on their Land in accordance with this by-law.

3.11 Obstruction of Officer - prohibited

No person shall obstruct or hinder, or attempt to obstruct or hinder, an Officer in the enforcement of the provisions of this by-law.

3.12 Contravention of Order - prohibited

No Owner shall contravene a Work Order or an Order to Discontinue Activity.

3.13 Failure to comply with Administrative Regulations - prohibited

No Owner shall fail to comply with any administrative regulations made as part of this by-law.

Part 4

EXEMPTIONS

4.1 Active Construction – exemption

Section 2.4 of this by-law does not apply to Land on which construction is proceeding under a valid building permit except where materials have been removed from an existing building or are awaiting disposal.

4.2 Site Plan – exemption

Section 2.4 of this by-law does not apply to Land where approval under the Site Plan Control Area By-law has been obtained that includes regulations pertaining to the containment and location of garbage.

4.3 Outdoor storage – lawful – exemption

Section 2.4 of this by-law does not apply to Land which is lawfully used for outdoor storage of materials in compliance with the applicable zoning and licensing by-laws and regulations so long as the materials are not deemed by the City to be Refuse.

4.4 City Lands and Parks - exempted

This By-law does not apply to Land, including parks, owned or operated by the City of London, except with regard to Part 3, Prohibitions, Section 3.1.

4.5 Natural bodies of water – exemption

Sections 2.6 and 3.5 of this by-law do not apply to natural bodies of water.

4.6 Normal Farm Practices – exempted

This By-law does not apply to normal farm practices carried on as part of an agricultural operation, as per the *Farming and Food Production and Protection Act, 1998*.

4.7 Weed Control Act

The provisions of the *Weed Control Act* with respect to the destruction of noxious weeds take precedence over this By-law where noxious weeds or weed seeds are close enough to any land used for agricultural or horticultural purposes such that they interfere with that use, as per section 22 of the *Weed Control Act*.

4.8 Compost in a Compost Container – not Refuse

Compost kept in a Compost Container shall not be considered Refuse.

PART 5

ENFORCEMENT & INTERPRETATION

5.1 Offence – fine for contravention

Any person who contravenes any provision of this by-law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the Provincial Offences Act.

5.2 Continuation – repetition – prohibited – by Order

The court in which a conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted.

5.3 Default – not remedied – fee

Where anything required or directed to be done in accordance with this by-law is not done, the Director may upon such notice as they deem suitable, do such thing at the expense of the Owner, and in so doing may charge an administrative fee as provided in the City of London *Fees and Charges By-law*. Any expenses and fees incurred by the City that are not paid by the Owner may be recovered by action or by adding the costs to the municipal tax roll and collecting them in the same manner as property taxes.

5.4 Removal - immediate disposal

Where any of the matters or things are removed in accordance with section 5.3 of this by-law, the matters or things may be immediately disposed of by the Director.

5.5 Officer – entry to inspect

An Officer designated to perform inspections pursuant to this by-law may, at all reasonable times, enter onto Land for the purposes of inspection of the Land.

5.6 City – bring property to compliance

Where the City proceeds pursuant to section 5.3 of this by-law, an Officer may enter onto Land accompanied by any person under their direction and with the appropriate equipment as required to bring the property into compliance with this by-law.

5.7 Order to Discontinue Activity

If an Officer is satisfied that this by-law has been contravened, the officer may make an order, known as an Order to Discontinue Activity, requiring the person who contravened the by-law, or who caused or permitted the contravention, or the Owner of the Land on which the contravention occurred, to discontinue the contravention.

5.8 Order to Discontinue Activity - particulars

An Order to Discontinue Activity shall set out:

- (a) the municipal address of the property on which the contravention occurred;
- (b) the date of the contravention;
- (c) the reasonable particulars of the contravention of the by-law;
- (d) the date by which there must be compliance with the order; and
- (e) the date on which the order expires.

5.9 Order to Discontinue Activity - service

The Order to Discontinue Activity may be served personally on the person to whom it is directed or by regular mail to the Last Known Address of that person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be effected by registered mail to the corporate mailing address.

5.10 Work Order – contravention of by-law

If an Officer is satisfied that a contravention of the by-law has occurred, the Officer may make an order, known as a Work Order, requiring the person who contravened the by-law or who caused or permitted the contravention or the Owner of the Land on which the contravention occurred to do the work to correct the contravention.

5.11 Work Order - contents

A Work Order shall set out:

- (a) the municipal address or the legal description of the Land;
- (b) reasonable particulars of the contravention and of the work to be done;
- (c) a deadline, being a specific date, for compliance with the Work Order; and

- (d) a notice that if the work is not done in compliance with the Work Order by the deadline, the municipality may have the work done at the expense of the owner and the cost of the work may be recovered by adding the amount to the property's tax roll.

5.12 Work Order – service

A Work Order may be served personally on the person to whom it is directed or sent by regular mail to the Last Known Address of that person, in which case it shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be effected by registered mail to the corporate mailing address.

5.13 Administrative Monetary Penalty for Failing to Comply

Each person who fails to comply with any provision of this By-law shall, upon issuance of an administrative penalty notice in accordance with the *Administrative Monetary Penalty System By-law*, be liable to pay the City an administrative monetary penalty.

5.14 Interpretation

In the interpretation of this by-law, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust, and unincorporated organization.

Part 6

POWERS OF THE DIRECTOR

6.1 In addition to any other power, duty or function delegated in this By-law, the Director may make administrative regulations under this By-law including:

- (a) prescribing the format and content of any forms or other documents required under this By-law, and;
- (b) adding or removing plant species to or from the List of Prohibited Plants

Part 7

REPEAL – ENACTMENT

7.1 By-law – previous

By-law PW-9 and all its amendments are hereby repealed.

7.2 Effective date

This by-law comes into force and effect on the day it is passed.

7.3 Short Title

The short title of this by-law shall be the "Yard and Lot Maintenance By-law".

8. This by-law comes into force and effect on March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 86
2024

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Coronation Subdivision,
Plan 33M-710)

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 Coronation Subdivision, Plan 33M-710;

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:

Coronation Subdivision, Plan 33M-710
905 Sarnia Inc. c/o The Hampton Group

Elson Road – *All*;
Lawson Road – *All*;
Reeves Avenue – *All*;
External Works – *Elson Road & Reeves Avenue from South limit of Lot 13
to Elson Road within 33M-597*

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 22, 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 March 5, 2024 subject to the provisions of
PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 87
2024

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Coronation Subdivision,
Plan 33M-741)

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 Coronation Subdivision, Plan 33M-741;

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:

Coronation Subdivision, Plan 33M-741
Banman Developments (West) Inc.

Holtby Court – *All*;
Lennon Way – *All*;
Block 61 Parkland – *All*;
External Works – *Coronation Drive*

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 22, 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 March 5, 2024 subject to the provisions of
PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

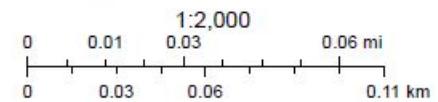
Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Limits of Assumption - 33M-741 Coronation Subdivision



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Bill No. 88
2024

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South, south of Bradley Avenue West)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wonderland Road South, south of Bradley Avenue West namely:

“Part of Lot 37, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21355;” and

“Part of Lot 37, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-21355.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

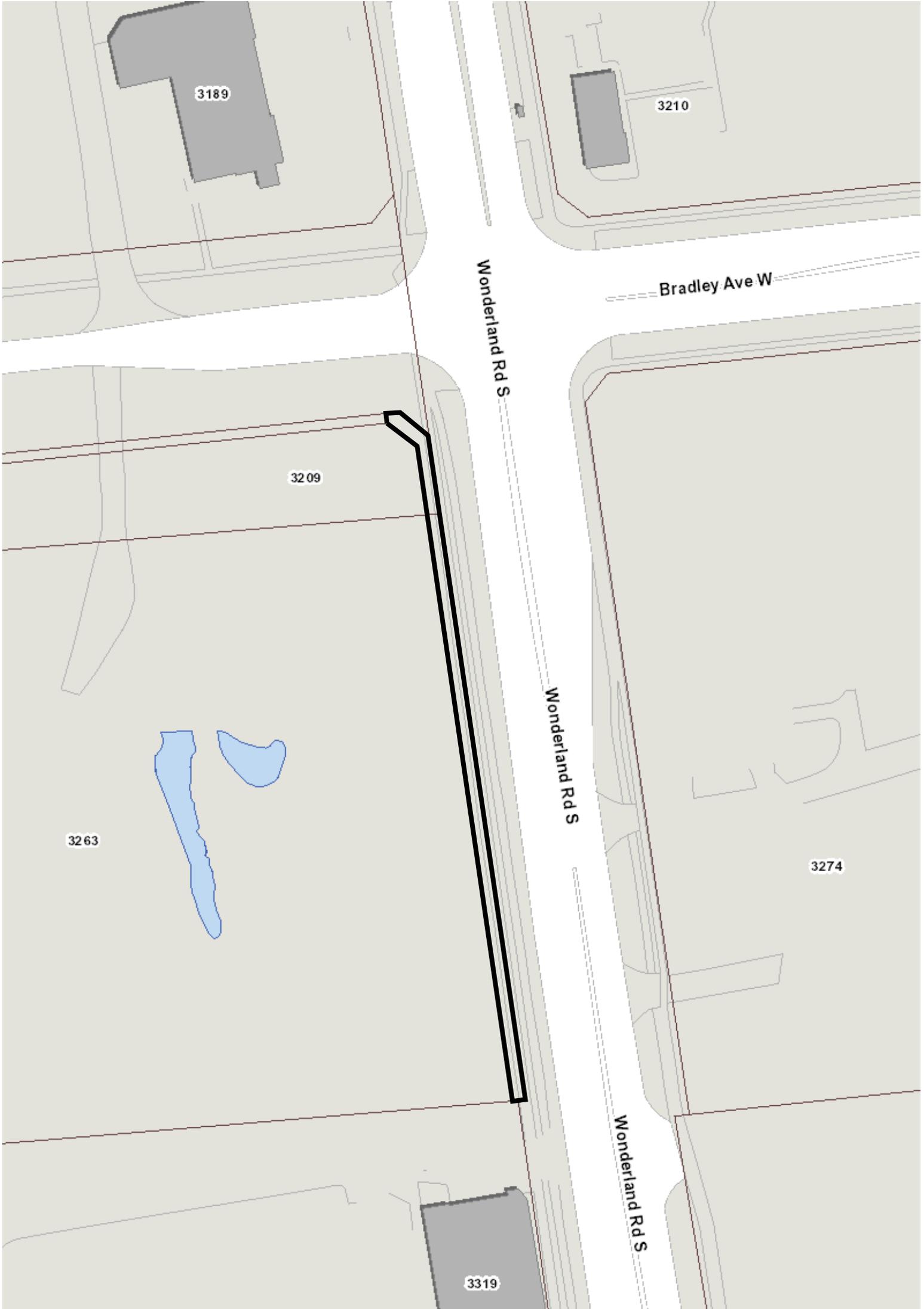
PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

LOCATION MAP



SUBJECT LANDS



Bill No. 89
2024

By-law No. W.-5683 ()-__

A by-law to amend by-law No. W.-5683-100
entitled, "A by-law to authorize the East
London Link – Construction Rapid Transit
(Project RT1430-3A)"

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5683-100 passed on March 22, 2022, to authorize an increase in the net amount of monies to be debentured for the "East London Link – Construction Rapid Transit (Project RT1430-3A)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$22,692 from \$9,000,000 to \$9,022,692.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on March 5, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 90
2024

By-law No. W.- _____ - ____

A by-law to authorize project RT1430-1A –
Wellington Gateway (South) Construction
Rapid Transit.

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. "Project RT1430-1A – Wellington Gateway (South) Construction Rapid Transit" is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$35,451.
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 March 5, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

Bill No. 91
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 1160 Wharncliffe
Road South and 234 Exeter Road

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 1160 Wharncliffe Road South and 234 Exeter Road as shown on the attached map comprising part of Key Map No. A111, **FROM** an Urban Reserve (UR6), Environmental Review (ER) and Holding Light Industrial (h-17*LI2/LI7) Zone **TO** a Holding Residential R1 (h*h-161*R1-3) Zone, Holding Residential R4 (h*h100*h161*R4-4(2)), Holding Residential R6 Special Provision (h*h-100*h161*R6-5(_)) Zone, and Holding Residential R6 Special Provision (h*h-2*h-100*h161*R6-5(_)) Zone and Open Space (OS4) Zone.

2. Section Number 10.4 of the R6 Zone is amended by adding the following Special Provisions:

R6-5 () 1160 Wharncliffe Road South and 234 Exeter Road

a. Regulations

i) Density (Maximum) – 75 units per hectare

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

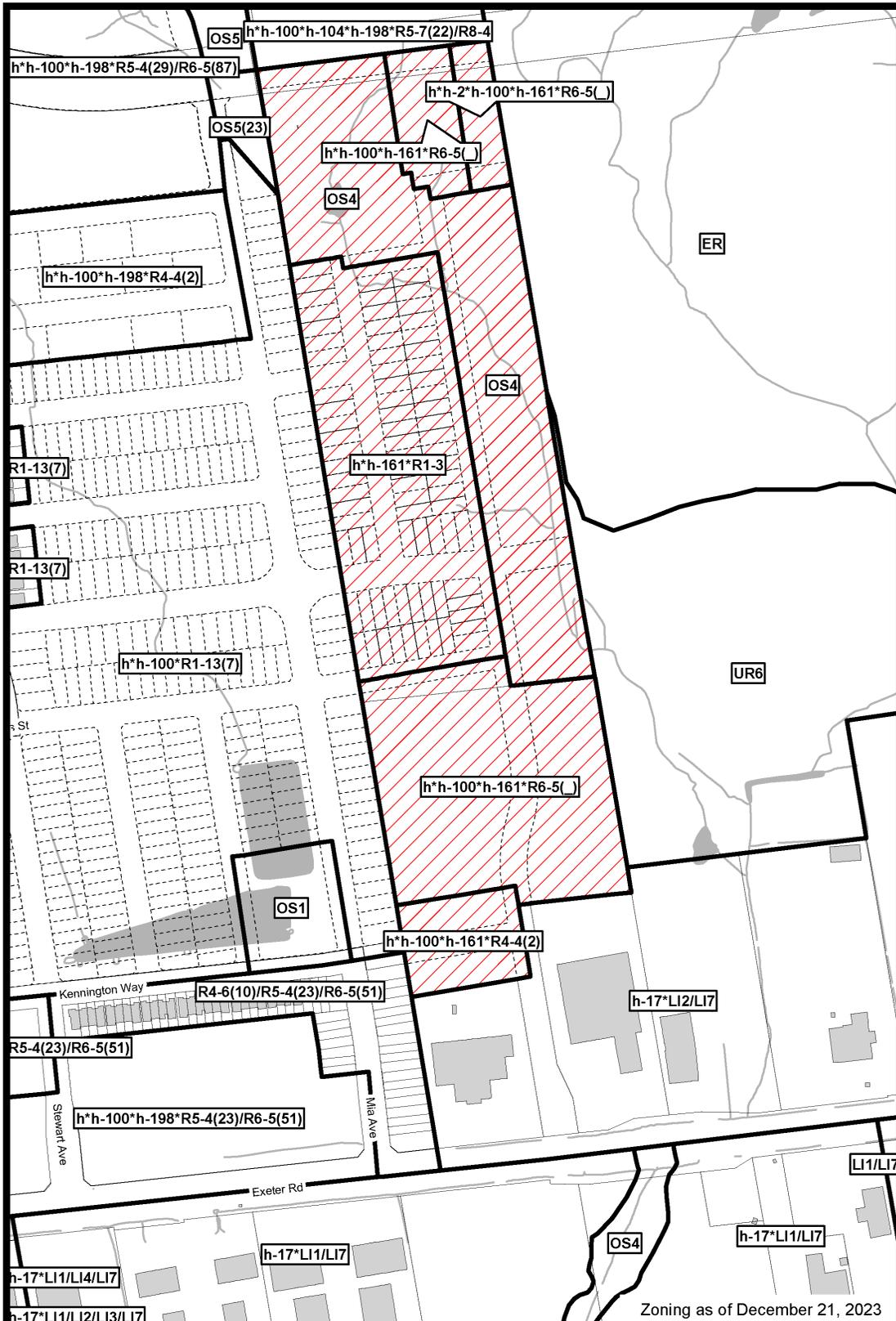
PASSED in Open Council on March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

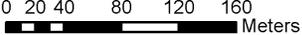
Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of December 21, 2023

<p>File Number: OZ-9450 / 39T-21507 Planner: AC Date Prepared: 2024/01/30 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:4,000</p> <p>0 20 40 80 120 160 Meters </p> <p></p>
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Geodatabase

Bill No. 92
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 475 Wharncliffe
Road South

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the
Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 475 Wharncliffe Road South, as shown on the attached
map comprising part of Key Map No. A107, **FROM** a Restrictive Service Commercial
(RSC2/RSC4) Zone **TO** a Restrictive Service Commercial Special Provision
(RSC2/RSC4(_)) Zone.

2. Section Number 28.4 of the Restrictive Service Commercial RSC4 Zone is
amended by adding the following Special Provisions:

RSC4() 475 Wharncliffe Road South

a. Additional Permitted Use:

- i. Retail stores;
- ii. Bakeries;
- iii. Clinics (medical/dental);
- iv. Private clubs;
- v. Restaurants (with drive-through);

b. Regulations

- | | |
|--|--|
| i. Rear Yard Setback
(Minimum) | As existing on the date of passing
this by-law (4.2 metres). |
| ii. Exterior Side Yard Setback
(Minimum) | As existing on the date of passing
this by-law (7.7 metres). |
| iii. Landscaped Open Space
(Minimum) | As existing on the date of passing
this by-law (0.0%). |
| iv. Parking Setback from
Ultimate Road Allowance
(Minimum) | As existing on the date of passing
this by-law (0.0 metres). |
| v. Lot Depth
(Minimum) | As existing on the date of passing
this by-law (57.2 metres). |
| vi. Lot Coverage
(Maximum) | As existing on the date of passing
this by-law (35.2%). |

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.

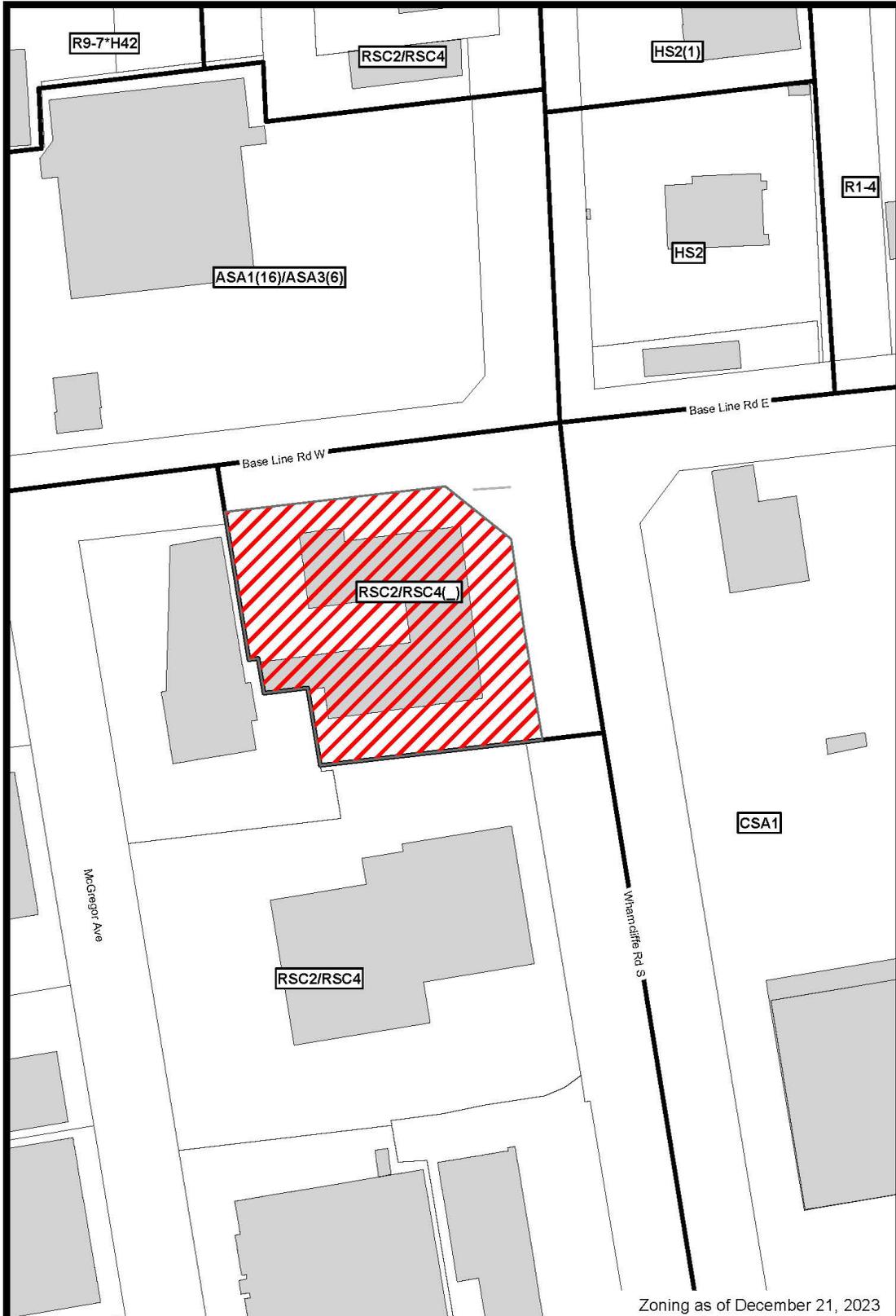
PASSED in Open Council on March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

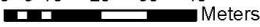
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9687
 Planner: BH
 Date Prepared: 2024/01/15
 Technician: JI
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,200

0 5 10 20 30 40 Meters 



Geodatabase

Bill No. 93
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 1467 Wharncliffe
Road South

WHEREAS Nabataeans Homes has applied to rezone an area of land
located at 1467 Wharncliffe Road South, as shown of the map attached to this by-law,
as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number _____
this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 1467 Wharncliffe Road South, as shown on the attached
map comprising part of Key Map No. A111, **FROM** an Urban Reserve (UR4) Zone **TO** a
holding Residential R8 Special Provision (h-149*R8-4(____)) Zone.

2. Section Number 12.4 of the Residential R8-4 Zone is amended by adding
the following Special Provisions:

R8-4 (____) 1467 Wharncliffe Road South

a. Regulations

- | | | |
|------|---|------------------|
| i) | Density – Units per hectare
(maximum) | 77 |
| ii) | Front Yard Setback
(minimum) | 4.5m (15.1 feet) |
| iii) | Exterior Side Yard Setback
(minimum) | 5.3m (18.0 feet) |
| iv) | Parking Setback from Westerly Lot Line
(minimum) | 2.0m (6.6 feet) |

3. The inclusion in this By-law of imperial measure along with metric
measure is for the purpose of convenience only and the metric measure governs in
case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in
accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the
date of the passage of this by-law or as otherwise provided by the said section.

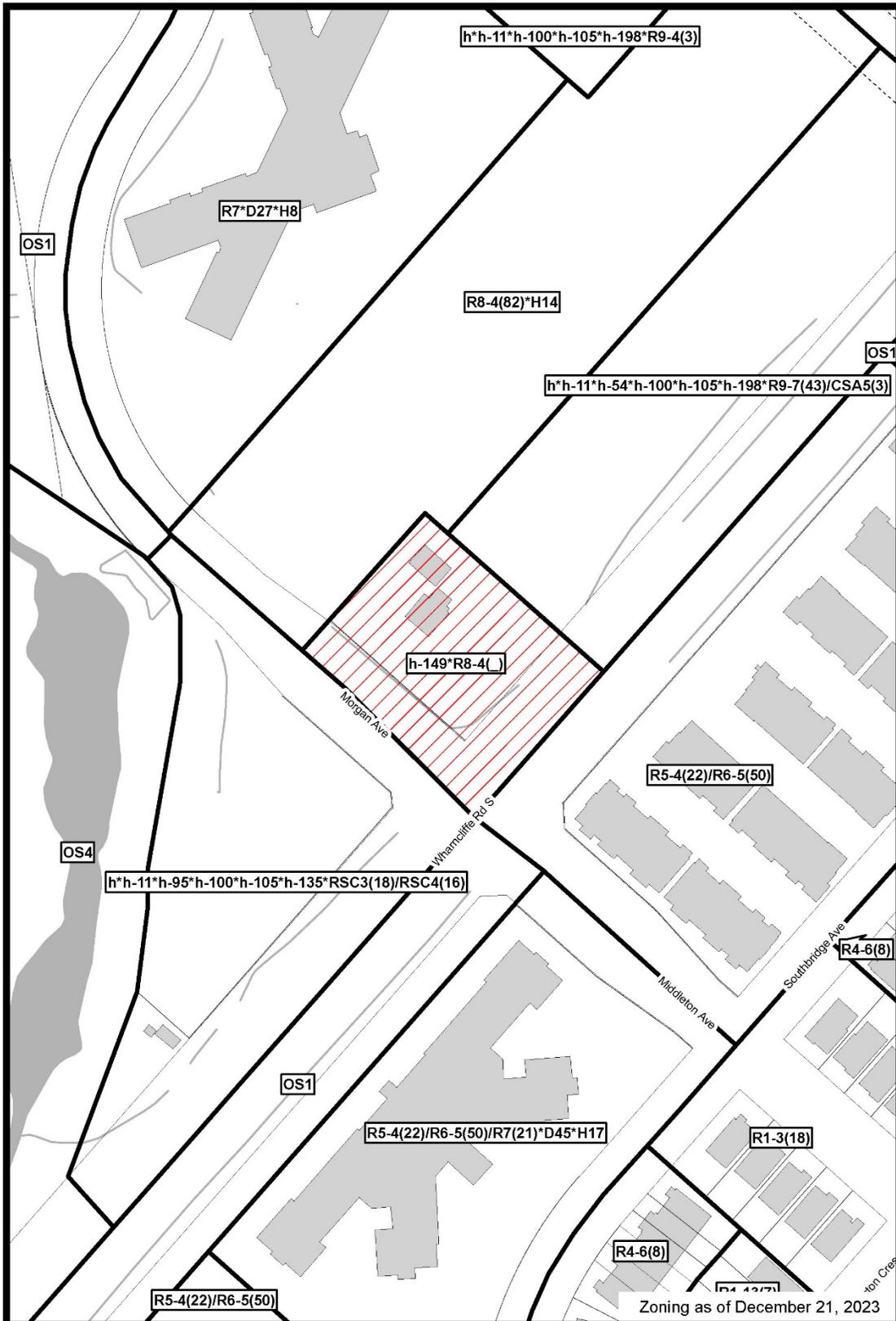
PASSED in Open Council on March 5, 2024, subject to the provisions of
PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – March 5, 2024
Second Reading – March 5, 2024
Third Reading – March 5, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of December 21, 2023

<p>File Number: OZ-9680 Planner: ID Date Prepared: 2024/01/17 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 94
2024

By-law No.

A by-law to provide for Drainage Works in the
City of London (Construction of the Gold Seal &
Fournie Municipal Drains)

WHEREAS the Municipal Council of The Corporation of the City of London appointed Spriet Associates Ltd, pursuant to section 78 of the *Drainage Act*, R.S.O. 1990, c. D.17, to prepare a report on the construction of the Gold Seal and Fournie Municipal Drains ;

AND WHEREAS the Municipal Council of the Corporation of The City of London at it's meeting February 21, 2024 adopted the Consulting Engineers' report dated November 30th, 2023;

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

1. The reports dated November 30th, 2023, are 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 assessments for future maintenance for this drainage works set out in Schedule "D" of this by-law are hereby approved and shall be levied upon the lands, including roads, listed in Schedule "D" of this by law.
4. 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 [date] subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – insert date
Second Reading – insert date
Third Reading – insert date

SCHEDULE 'A' - ALLOWANCES

GOLD SEAL DRAIN 2023**City of London**

e with Section 30 of the Drainage Act, we determine the allowances payable to
to owners entitled thereto as follows:

<u>CON.</u>	<u>LOT</u>	<u>ROLL NUMBER (Owner)</u>	<u>Section 30 Damages</u>	<u>TOTALS</u>
ENBTRW $\frac{1}{2}$ E $\frac{1}{2}$	56	80-060-021-01(806584 Ontario Ltd.)	\$ 200.00	\$ 200.00
ENBTR Pt.E $\frac{1}{2}$	56	80-060-033 PART 1 (1068788 Ontario Ltd.)	200.00	200.00
ENBTR Pt.E $\frac{1}{2}$	56	80-060-033 PART 2 (1068788 Ontario Ltd.)	150.00	150.00
Total Allowances			----- \$ 550.00	----- \$ 550.00 -----

TOTAL ALLOWANCES ON THE MAIN DRAIN-CLOSED PORTION

\$ 550.00

SCHEDULE 'B' - COST ESTIMATE

GOLD SEAL 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

Locate and expose existing tile	\$	1,010.00
Contingencies	\$	350.00
Allowances under Section 30 of the Drainage Act	\$	550.00

ADMINISTRATION

Net Harmonized Sales Tax	\$	660.00
Survey, Plan and Final Report	\$	15,500.00
Expenses	\$	230.00
Review of Construction Drawings	\$	2,000.00
Supervision and Updating Final Construction Details	\$	<u>3,000.00</u>

TOTAL ESTIMATED COST \$ 23,300.00

GOLD SEAL DRAIN 1998
City of London

October 14, 1998
Revised by Section 65 (3)
November 30, 2023

CON.	LOT	HECTARES AFFECTED	ED	ROLL No. (OWNER)	SPECIAL BENEFIT	BENEFIT	OUTLET	TOTAL
MAIN DRAIN-CLOSED PORTION								
ENBTR	Pt.S½ 53	2.4		80-060-024(J. & M. Ferguson)	\$	\$ 2,910.00	43.00	2,953.00
ENBTR	E¼ 53	5.2		80-060-025(1068788 Ontario Ltd.)		750.00	76.00	826.00
ENBTR	NWPt. 53	6.0		80-060-016(1000182402 Ontario Inc.)		11,990.00	487.00	12,477.00
ENBTR	SWPt. 54	8.9		80-060-01601(806433 Ontario Ltd.)		6,720.00	1,612.00	8,332.00
ENBTR	NWPt. 54	1.2		80-060-019(1068788 Ontario Ltd.)			146.00	146.00
ENBTR	Pt.N½ 54	10.1		80-060-021-01(806584 Ontario Ltd.)		6,270.00	2,245.00	8,515.00
ENBTR	E¼ 54	12.1		80-060-021-01(806584 Ontario Ltd.)			987.00	987.00
ENBTR	WPt. 55	4.7		80-060-019(1068788 Ontario Ltd.)			1,318.00	1,318.00
ENBTR	W½E½ 55	20.2		80-060-021-01(806584 Ontario Ltd.)		11,580.00	5,923.00	17,503.00
ENBTR	E¼ 55	14.1		80-060-022(J. & M. Ferguson)			2,350.00	2,350.00
* ENBTR	Pt.W½ 56	0.55		80-060-035(Cameron Grane & Riggers Inc.)			501.00	501.00
ENBTR	Pt.W½ 56	0.8		80-060-03505 PART 1 (756950 Ontario Ltd			364.00	364.00
ENBTR	Pt.W½ 56	1.6		80-060-03505 PART 2 (756950 Ontario Ltd.)			727.00	727.00
ENBTR	Pt.E½ 56	32.2		80-060-033 PART 1 (1068788 Ontario Ltd.		14,240.00	13,579.00	27,819.00
ENBTR	Pt.E½ 56	0.8		80-060-033 PART 2 (1068788 Ontario Ltd.)			337.00	337.00
ENBTR	SEPt. 57	15.6		80-060-030(G. Axford)		650.00	9,639.00	10,289.00
ENBTR	NEPt. 57	6.3		80-060-031(M. Lorenzutti & F. Damico)			4,762.00	4,762.00
TOTAL ASSESSMENT ON LANDS					\$	\$ 55,110.00	\$ 45,096.00	\$ 100,206.00
Glanworth Drive	4.5	City of London			\$	\$ 2,270.00	7,383.00	9,653.00
Tempo Road	0.7	City of London				1,510.00	1,148.00	2,658.00
TOTAL ASSESSMENT ON ROADS					\$	\$ 3,780.00	\$ 8,531.00	\$ 12,311.00
SPECIAL ASSESSMENT against the City of London for the increased cost of boring a 406mm (16") smooth wall pipe under Glanworth Drive on the Main Drain								\$ 6,480.00
SPECIAL ASSESSMENT against Union Gas for the administration and construction costs of locating their gas line on Glanworth Drive and any modifications to the drainage works if required								\$ 300.00
TOTAL ASSESSMENT ON THE MAIN DRAIN-CLOSED PORTION								\$ 119,297.00

GOLD SEAL DRAIN 1998
City of London

Job No. 97226

October 14, 1998
Revised by Section 65
November 30, 2023

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN-OPEN PORTION				
City of London		(Former Township of Westminster)		
* ENBTR	WPt. 49	0.3	80-060-003(1188165 Ontario Ltd.)	0.02 %
* ENBTR	Pt.W½ 50	1.4	80-060-004(CRM Properties Inc.)	0.09
* ENBTR	Pt.W½ 50	1.7	80-060-00402(Laidlaw Carriers Bulk GP Inc.)	0.11
* ENBTR	Pt.W½ 50	5.9	80-060-00410(Laidlaw Carriers Bulk GP Inc.)	1.48
* ENBTR	Pt.W½ 50	1.8	80-060-00401(Badger Daylighting Inc.)	1.31
ENBTR	Pt.W½ 50	5.4	80-060-00403(C. & K. Wodrich)	0.33
ENBTR	SPt. 51	16.8	80-060-008(R. & I. Orr)	3.47
* ENBTR	SPt. 51	0.1	80-060-008(R. & I. Orr)	0.01
ENBTR	NWPt. 51	17.4	80-060-010(J. & R. Baker)	5.47
ENBTR	Pt.51&Pt. 52	25.4	80-060-011(J. Burtwistle)	9.70
ENBTR	NW¼ 52	6.1	80-060-013(1068788 Ontario Ltd.)	0.74
ENBTR	NE¼ 52	16.2	80-060-024(J. & M. Ferguson)	5.14
ENBTR	SW¼ 53	1.2	80-060-015(S. Peake)	0.15
ENBTR	Pt.S½ 53	8.1	80-060-024(J. & M. Ferguson)	1.69
ENBTR	E¼ 53	13.7	80-060-025(1068788 Ontario Ltd.)	5.04
ENBTR	NWPt. 53	6.0	80-060-016(1000182402 Ontario Inc.)	2.05
ENBTR	SWPt. 54	8.9	80-060-01601(806433 Ontario Ltd.)	3.04
ENBTR	NWPt. 54	1.2	80-060-019(1068788 Ontario Ltd.)	0.20
ENBTR	Pt.N½ 54	10.1	80-060-021-01(806584 Ontario Ltd.)	3.45
ENBTR	E¼ 54	12.1	80-060-021-01(806584 Ontario Ltd.)	4.13
ENBTR	WPt. 55	4.7	80-060-019(1068788 Ontario Ltd.)	1.25
ENBTR	W½E½ 55	20.2	80-060-021-01(806584 Ontario Ltd.)	6.90
ENBTR	E¼ 55	14.1	80-060-022(J. & M. Ferguson)	4.82
* ENBTR	Pt.W½ 56	0.55	80-060-035(Cameron Grane & Riggers Inc.)	0.29
ENBTR	Pt.W½ 56	0.8	80-060-03505 PART 1 (756950 Ontario Ltd.)	0.27
ENBTR	Pt.W½ 56	1.6	80-060-03505 PART 2 (756950 Ontario Ltd.)	0.56
ENBTR	Pt.E½ 56	32.2	80-060-033 PART 1 (1068788 Ontario Ltd.)	10.75
ENBTR	Pt.E½ 56	0.8	80-060-033 PART 2 (1068788 Ontario Ltd.)	0.28
ENBTR	SEPt. 57	15.6	80-060-030(G. Axford)	4.35
ENBTR	NEPt. 57	6.3	80-060-031(M. Lorenzutti & F. Damico)	2.15
WNBTR	Pt.NE¼ 49	13.6	80-060-176(Oegema Grains Ltd.)	2.77
* WNBTR	Pt.NE¼ 49	1.0	80-060-17610(Oegema Grains Ltd.)	0.01
WNBTR	S½ 50	17.4	80-060-175(Thomas Brothers Produce Inc.)	3.34
WNBTR	N½ 50	17.0	80-060-174(Thomas Brothers Produce Inc.)	1.95
WNBTR	SEPt. 51	20.2	80-060-173(Thomas Brothers Produce Inc.)	0.89
TOTAL ASSESSMENT ON LANDS				----- 88.20 %
Colonel Talbot Rd.		2.8	City of London	----- 1.90 %
Orr Drive		2.5	City of London	1.03
Tempo Road		0.7	City of London	1.40
Glanworth Drive		4.5	City of London	5.80
TOTAL ASSESSMENT ON ROADS				----- 10.13 %
TOTAL ASSESSMENT IN THE CITY OF LONDON				----- 98.33 %

GOLD SEAL DRAIN 1998
City of London

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN-OPEN PORTION				
(Continued)				
Township of Southwold				
	County Road No. 18	0.8	County of Elgin	1.67 %

			TOTAL ASSESSMENT ON ROADS	1.67 %

			TOTAL ASSESSMENT IN TOWNSHIP OF SOUTHWOLD	1.67 %

			TOTAL ASSESSMENT FOR MAINTENANCE ON THE MAIN DRAIN-OPEN PORTION	<u>100.00 %</u>

NOTE:

All of the above lands, with the exception of those noted with an asterisk, are classified as agricultural.

SCHEDULE 'A' - ALLOWANCES

FOURNIE 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
MAIN DRAIN					
<i>Geographic Westminster</i>					
ENBTR	SW¼ 53	060-015(S. Peake)	\$ 930.00	\$ 100.00	\$ 1,030.00
ENBTR	Pt.54& 55	060-019(1068788 Ontario Ltd.)	370.00	3,660.00	4,030.00
ENBTR	PtS½ 54	060-016-01(806433 Ontario Ltd.)	40.00	210.00	250.00
Total Allowances			\$ 1,340.00	\$ 3,970.00	\$ 5,310.00
TOTAL ALLOWANCES ON THE FOURNIE DRAIN 2023					\$ 5,310.00

SCHEDULE 'B' - COST ESTIMATE

FOURNIE DRAIN 2023

City of London

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

ALLOWANCES

Allowances under Sections 29 & 30 of the Drainage Act	\$ 5,310.00
---	-------------

CONSTRUCTION

Mobilization of equipment	\$ 2,000.00
---------------------------	-------------

Remobilization of equipment to open channel once seeding has established and backfill	\$ 2,000.00
---	-------------

Clearing and grubbing including disposal	\$ 3,000.00
--	-------------

Install and maintain sediment and erosion control measures	\$ 800.00
--	-----------

Construct temporary crossing using 900mm pipe or larger including removal during backfill	\$ 2,500.00
---	-------------

18.0 meters of 450mm aluminized C.S.P. 2.0mm thickness	
--	--

Supply	\$ 1,800.00
--------	-------------

Construct access laneway/ramp including supply and compaction of Granular 'A'	\$ 2,200.00
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Strip, stockpile topsoil from new ditch area and area to be regraded and haul and deposit at existing ditch (8200 m ²)	\$ 10,250.00
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212 meters of open ditch construction and cut adjacent area on west side of existing ditch (Approx. 7100 m ³ excavation)	\$ 52,500.00
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Scarify ditch banks and apply Flexterra HP-FGM bonded fibre on ditch banks (approx. 2850 m ²)	\$ 14,250.00
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Hand seeding of buffer strip (approx. 450 m ²)	\$ 900.00
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Backfill existing ditch (Approximately 210m length - 3800 m ³)	\$ 39,550.00
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Redistribution of topsoil on area outside of ditch and final grading upon completion (Approx. 6900 m ²)	\$ 10,350.00
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Supply and place N.A.G. C350 Turf Reinforcement Mat on seeded bank with quarry stone rip-rap bank protection	
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(Approx. 160 m ² NAG C-350 TRM required)	\$ 6,400.00
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(Approx. 77 m ³ quarry stone required)	\$ 21,180.00
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Backfill washouts, supply and place quarry stone rip-rap protection (with filter blanket) on ditch slopes as rock chutes (Approx. 14.0 m ³ quarry stone required)	\$ 3,850.00
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SCHEDULE 'C' - ASSESSMENT FOR FUTURE MAINTENANCE

FOURNIE DRAIN 2023

City of London

Job No. 220278

Original Schedule
Revised by Sect. 65February 6 1969
December 20, 2023

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN - OPEN PORTION						
<i>Geographic Westminster</i>						
WNBTR	Pt. 57	1.2	060-156(London Valley IV Inc.)	\$	\$ 8.00	\$ 8.00
WNBTR	Pt. 57	0.59	060-158(D. & M. Coleman)		4.00	4.00
WNBTR	N½ 56	2.8	060-159(806433 Ontario Ltd.)		19.00	19.00
WNBTR	Pt.S½ 56	2.5	060-161(Dauntless ULC)		16.00	16.00
* WNBTR	Pt.S½ 56	0.22	060-160(R. & D. Backes)		1.00	1.00
WNBTR	55	23.4	060-162(C. & J. & J. M. Ferguson)		113.00	113.00
WNBTR	Pt 54	30.3	060-167-01(646808 Ontario Limited)			
WNBTR			combined with 050-181 & 050-167-01 in Midd. Cent.		146.00	146.00
* WNBTR	Pt 54	0.11	060-017(The Hastings Mill Inc.)		2.00	2.00
* WNBTR	Pt 54	0.10	060-168(Rose Chapel Inc)		2.00	2.00
* WNBTR	Pt53& 54	7.5	060-164(Stone Ridge Travel Centre Inc.)		41.00	41.00
WNBTR	WPt. 53	0.80	050-181 (646808 Ontario Ltd.) Midd. Cent.		4.00	4.00
WNBTR	53	27.3	060-166(J. & C. Burtwistle)	567.00	145.00	712.00
WNBTR	Pt. 53	19.3	North Part of 050-167-02(JNC AG Capital Inc.) Midd. Cent.		99.00	99.00
WNBTR	Pt. 52	3.2	South Part 050-167-02 & Part 050-167 Midd. Cent.		16.00	16.00
WNBTR	Pt. 52	2.0	050-179 (JNC AG Capital Inc.) Midd. Cent.		10.00	10.00
WNBTR	N½ 52	20.6	060-170(J. & E. Burtwistle)	683.00	104.00	787.00
WNBTR	PtN½ 52	1.0	060-169(1886966 Ont. Ltd)		9.00	9.00
WNBTR	S½ 52	25.5	060-171(C. & D. Carrothers)	870.00	123.00	993.00
WNBTR	N½ 51	31.0	060-172(S. Peake)	990.00	124.00	1,114.00
WNBTR	S½ 51	25.8	060-173(Thomas Brothers Produce Inc.)	855.00	78.00	933.00
ENBTR	NPt. 57	1.0	060-040(London Valley 11 Inc.)		7.00	7.00
* ENBTR	Pt.S½ 57	0.0	060-038(M. Catulli)			
ENBTR	Pt.S½ 57	11.1	060-039-01(2533430 Ontario Inc.)		74.00	74.00
ENBTR	Pt.S½ 57	3.0	060-039-02(Shogun Maitake Property)		20.00	20.00
ENBTR	Pt.S½ 57	1.0	060-030(G. Axford)		7.00	7.00
* ENBTR	NWPt. 56	8.0	060-037(2726064 Ontario Inc.)		52.00	52.00
* ENBTR	Pt. 56	11.9	060-036(Associated Materials Canada Ltd.)		78.00	78.00
* ENBTR	Pt. 56	4.37	060-034(All Makes Logistics Intermodal Freight Services Inc.)		34.00	34.00
* ENBTR	Pt. 56	1.88	060-035-05 PART 1(756950 Ontario Ltd.)		12.00	12.00
* ENBTR	Pt. 56	0.53	060-035-05 PART 2(756950 Ontario Ltd.)		3.00	3.00
* ENBTR	Pt. 56	1.71	060-035(Cameron Grane & Riggers)		31.00	31.00
* ENBTR	Pt.54& 55	3.3	060-018(IBEW Local 120 Bld. Corp.)		13.00	13.00
ENBTR	Pt.54& 55	36.6	060-019(1068788 Ontario Ltd.)	205.00	83.00	288.00
ENBTR	PtS½ 54	17.6	060-016-01(806433 Ontario Ltd.)	30.00	95.00	125.00
ENBTR	Pt.N½ 53	24.2	060-016 (1000182402 Ontario Inc.)	122.00	125.00	247.00
* ENBTR	NWPt 53	2.0	060-014(Henry Wall Holdings Inc.)		10.00	10.00

SCHEDULE 'C' - ASSESSMENT FOR FUTURE MAINTENANCE (Cont'd)

FOURNIE DRAIN 2023
City of London

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN - OPEN PORTION (cont'd)						
<i>Geographic Westminster</i>						
ENBTR	SW¼ 53	17.7	060-015(S. Peake)		88.00	88.00
ENBTR	Pt.52& 53	2.0	060-024(J. & M. Ferguson)		10.00	10.00
* ENBTR	Pt 52	0.2	060-012(T. & H. Bramley)		3.00	3.00
ENBTR	NW¼ 52	14.0	060-013(1068788 Ont. Ltd.)		69.00	69.00
ENBTR	S½ 52	10.5	060-011(J. Burtwistle)		49.00	49.00
ENBTR	NPt. 51	6.1	060-010(J. & R. Baker)		28.00	28.00
ENBTR	Spt. 51	0.7	060-008(L. & I. Orr)		3.00	3.00
TOTAL ASSESSMENT ON LANDS				\$ 4,322.00	\$ 1,958.00	\$ 6,280.00
Orr Drive	0.6	City of London		\$	\$ 3.00	\$ 3.00
Littlewood Dr.	0.3	City of London			5.00	5.00
Old Littlewood Dr.	0.9	City of London			17.00	17.00
Col. Talbot Road	2.3	City of London			61.00	371.00
Col. Talbot Road	4.6	Ontario Ministry of Tansportation		310.00	122.00	122.00
Glanworth Drive	4.1	City of London			82.00	82.00
Burtwistle Lane	0.8	City of London			12.00	12.00
Tempo Road	5.7	City of London		133.00	112.00	245.00
Highway 401	50.0	Ontario Ministry of Tansportation		792.00	983.00	1,775.00
TOTAL ASSESSMENT ON ROADS				\$ 1,235.00	\$ 1,397.00	\$ 2,632.00
TOTAL ASSESSMENT ON THE FORUNIE DRAIN 1969						\$ 8,912.00

Properties in bold have been revised under Section 65 of the Drainage Act