Council Agenda
Including Addeds

13th Meeting of City Council

July 23, 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 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/12/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/12/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the

municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/12/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/12/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/12/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.6/12/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.7/12/CSC)

4.8 Solicitor-Client Privileged Advice

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. (6.8/12/CSC)

4.9 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 advocacy message signs on city streets. (6.1/9/CPSC)

4.10 Land Acquisition / Solicitor-Client Privilege / Commercial, Financial Information of the Corporation with Monetary or Potential Monetary Value / Position, Plan, Procedure, Criteria or Instruction for Negotiation Purpose

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. (6.2/9/CPSC)

4.11 Personal Matters About Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2024 Queen Elizabeth Scholarships. (6.3/9/CPSC)

4.12 Litigation/Potential Litigation / Land Acquisition / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation and land acquisition and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.1/13/Council)

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

5.1 12th Meeting held on June 25, 2024 12

6. Communications and Petitions

6.1 3614, 3630 Colonel Talbot Road and 6621 Pack Road (Z-8720)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #10 (3.3) of the 11th Report of the Planning and Environment Committee)

1. B. Harrison, D. Harrison, J. Harrison, R. Shea, R. and C. Flaherty, J. Flaherty, M. Flaherty, C. Loomans, A. Spencer-Jones Harrison, K. Dalrymple, M. Harrison, B.A. Flaherty, J. Harrison, D. Hopman, K. Flaherty, H. Flaherty, and S. Flaherty 107

2. J. McGuffin, Vice President, Principal Planner - Monteith Brown Planning Consultants 108

3. (ADDED) J. Campbell *114*

4. (ADDED) G. Campbell, Managing Partner - Oakleigh Holdings Inc. *116*

6.2 Vision SOHO - Amendment to Contribution Agreement with Chelsea Green Community Homes Society

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #8 (2.8) of the 9th Report of the Community and

Protective Services Committee)

1. S. Riggin, President - The Chelsea Green Home Society 122

6.3 Subsidized Transit Program Update

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #10 (2.6) of the 9th Report of the Community and Protective Services Committee)

1. I. Gillis 123

2. D. Perodeau 124

3. M.J. Belanger 125

4. B. Frain 126

5. F. Marr 127

6. E. Post 128

7. K. MacLennan 130

8. A. Aubrey 131

9. M. Tremblay 132

10. J. Salisbury 133

11. (ADDED) D. Slater *134*

6.4 Draft Advocacy Message Sign By-law

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #12 (2.11) of the 9th Report of the Community and Protective Services Committee)

1. (ADDED) M. McCann, Leader - London Against Abortion *136*

6.5 Renovictions - Renovation License and Relocation By-law Changes - Public Comments Received (To Date)

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #13 (3.1) of the 9th Report of the Community and Protective Services Committee)

1. T. Jollymore and M. Jollymore - Webster Apartments Tenants Association 137

2. C. Linton, President - Norquay Property Management Limited 141

3. K. Risler 143

4. C. Crossen 145

6.6 Service London Portal Request

(Refer to the Civic Works Committee Stage for Consideration with Item #11 (5.2) of the 10th Report of the Civic Works Committee)

1. *(ADDED) Councillor S. Franke* *146*

7. Motions of Which Notice is Given

8. Reports

8.1 12th Report of the Strategic Priorities and Policy Committee 147

1. Disclosures of Pecuniary Interest

2. (2.2) Whole of Community System Response - Q2 Quarterly Report

3. (2.1) Film London Review and Next Steps

4. (2.3) 11th Report of the Governance Working Group (Relates to Bill No. 242)

5. (4.1) London Transit Commission (LTC) 2023 Annual Report

6. (4.2) 1st Report of the Strategic Opportunities Review Working Group

7. (4.3) 2nd Report of the Strategic Opportunities Review Working Group

8. (4.4) SS-2024-237 Single Source Award for Year-Round Ark Aid Mission Strategy

9. (4.5) Request for Recording and Livestreaming Working Group Meetings

8.2 11th Report of the Planning and Environment Committee 167

1. Disclosures of Pecuniary Interest

2. (2.1) Quarterly Heritage Report – Q2 2024

3. (2.2) Planning & Development and Building Housing Update – 2024 Year-To-Date

4. (2.3) The London Plan Heights Review

5. (2.4) Building Division Detailed Update: 2024 Year-To-Date

6. (2.5) Draft Site Alteration By-law

7. (2.6) Information Report of Bill 185, the Cutting Red Tape to Build MoreHomes Act, 2024

8. (3.1) Incentivizing Office-to-Residential Conversions in Downtown

9. (3.2) 1 Fallons Lane (Z-9728) (Relates to Bill No. 255)

10. (3.3) 3614, 3630 Colonel Talbot Road and 6621 Pack Road (Z-8720) (Relates to Bill No. 256)

11. (3.4) 3392 Wonderland Road South (OZ-9730) (Relates to Bills No. 244 and 257)

12. (3.5) 1458 Huron Street (Z-9743) (Relates to Bill No. 258)

13. (3.6) 1105 Wellington Road (OZ-9725) (Relates to Bills No. 245 and 259)

14. (3.7) 934 Oxford Street West (Z-9733) (Relates to Bill No. 260)

15. (3.8) 359 Wellington Road and 657 Base Line Road East (Z-9719) (Relates to Bills No. 246 and 261)

16. (3.9) 1725-1737 Richmond Street (Z-9741) (Relates to Bill No. 262)

17. (4.1) Centennial Central Public School Sanitary Service Connection

18. (4.2) Middlesex Centre Sanitary Servicing Agreement, 2000

19. (4.3) Urban Forest Canopy - Councillor S. Franke and Councillor C. Rahman

20. (5.1) Deferred Matters List

21. (5.2) 7th Report of the Community Advisory Committee on Planning

8.3 12th Report of the Corporate Services Committee 199

1. Disclosures of Pecuniary Interest

2. (2.1) Municipal Funding Agreement on the Canada Community-Building Fund (Relates to Bill No. 238)

3. (2.2) 2023 Portfolio Investments Report

4. (2.3) City of London Vacant Residential Property Study

5. (2.4) Transfer of Part lll and Part lX Prosecutions from the Province of Ontario, Ministry of the Attorney General to The Corporation of the City of London (Relates to Bill No. 239)

6. (2.5) Ministry of Transportation DriveON Program (Relates to Bill No. 240)

7. (2.6) London Representation at the Federation of Canadian Municipalities (FCM) - Councillor S. Franke and Mayor J. Morgan

8.4 9th Report of the Community and Protective Services Committee 205

1. Disclosures of Pecuniary Interest

2. (2.1) 2025 Mayor's New Year's Honour List - Call for Nominations

3. (2.2) 6th and 7th Reports of the Animal Welfare Community Advisory Committee

4. (2.3) 3rd Report of the Accessibility Community Advisory Committee

5. (2.4) RFP-2024-100 Prime Consulting Services for CHOCC Teaching Kitchen and Elevator

6. (2.5) RFP-2024-135 Prime Consulting Services for Kinsmen Arena Deep Energy Retrofit

7. (2.7) Administrative Monetary Penalty (AMPS) By-law - Housekeeping Amendments (Relates to Bills No. 243 and 248)

8. (2.8) Vision SOHO - Amendment to Contribution Agreement with Chelsea Green Community Homes Society

9. (2.10) Affordable Residential Unit Development Charge Exemption Agreements (Relates to Bill No. 237)

10. (2.6) Subsidized Transit Program Update

11. (2.9) Update to the Roadmap to 3,000 Affordable Units - "Roadmap 2.0"

12. (2.11) Draft Advocacy Message Sign By-law

13. (3.1) Renovictions - Renovation License and Relocation By-law Changes - Public Comments Received (To Date)

14. (4.1) Councillors H. McAlister and D. Ferreira - City-Operated Long Term Care Facility (Dearness Home)

8.5 10th Report of the Civic Works Committee 215

1. Disclosures of Pecuniary Interest

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

3. (2.2) Appointment of Consulting Engineer for Contract Administration Services and CP Rail Flagging Fees: Hyde Park Assignment ‘A’ - Phase 2 Project

4. (2.3) Appointment of Consulting Engineers for the Infrastructure Renewal Program: Round 3

5. (2.4) Mid-year Update: Green Bin and Collection Program Implementation

6. (2.5) RFP-2024-037 Sunningdale Road East and Clarke Road Intersection Improvements - Appointment of Consulting Engineer

7. (2.6)Irregular Result: Rapid Transit Shelters - Public Artwork Vendor of Record Contract Award RFP-2023-276 and Appointment of Consulting Engineer for Contract Administration Services

8. (2.7) School Zone Speed Limit Reductions on Major Streets Amendments to the Traffic and Parking By-law (Relates to Bill No. 247)

9. (2.8) Upper Thames River Conservation Authority and West London Dyke Phases 9 Through 13 Design

10. (5.1) 8th Report of the Environmental Stewardship and Action Community Advisory Committee

11. (5.2) Service London Portal Request

9. Added Reports

9.1 13th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

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

13.1 Bill No. 236 By-law No. A.-_____-____ 221

A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of July, 2024. (City Clerk)

13.2 Bill No. 237 By-law No. A.-_____-____ 222

A by-law to approve template Affordable Residential Unit Development Charge Exemption Agreements and to authorize the Deputy City Manager, Planning and Economic Development to execute and amend same. (2.10/9/CPSC)

13.3 Bill No. 238 By-law No. A.-_____-____ 235

A by-law to authorize and approve a Municipal Funding Agreement of the Canada Community-Building Fund and to authorize the Mayor and City Clerk to execute the agreement. (2.1/12/CSC)

13.4 Bill No. 239 By-law No. A.-_____-____ 258

A by-law to authorize and approve the Interim Transfer Agreement between His Majesty the King in Right of Ontario as Represented by the Attorney General and the Corporation of the City of London related to the transfer of responsibility for certain prosecutions under Parts III and IX of the Provincial Offences Act and to delegate the authority to the Deputy City Manager, Legal Services to approve any future amending agreements related to the Agreement. (2.4/12/CSC)

13.5 Bill No. 240 By-law No. A.-_____-____ 276

A by-law to authorize and approve agreements in relation the Ontario Ministry of Transportation DriveON Program and to delegate authority to the Deputy City Manager, Finance Supports and the Deputy City Manager, Neighbourhood and Community-Wide Services or their designates, to approve and execute further agreements in relation to the DriveON Program (2.5/12/CSC)

13.6 Bill No. 241 By-law No. A.-8513(_)-___ 330

A by-law to amend By-law A.-8513-157 entitled, “A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of

Hearings Officer". (City Clerk)

13.7 Bill No. 242 By-law No. A-50-24___ 331

A by-law to amend By-law No. A-50 being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London, and to repeal By-law A-45" to remove the requirement of the Striking Committee to make recommendations for appointments to Community Advisory Committees and to update the mandates of both the Corporate Services Committee and the Strategic Priorities and Policy Committee to reflect the change in standing committee that considers community advisory committee appointments. (3.2/11/GWG) (2.3/12/SPPC)

13.8 Bill No. 243 By-law No. A-54-24___ 333

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." (2.7a/9/CPSC)

13.9 Bill No. 244 By-law No. C.P.-1512(_)-___ 335

A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 3392 Wonderland Road South (3.4a/11/PEC)

13.10 Bill No. 245 By-law No. C.P.-1512(_)-___ 340

A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 1105 Wellington Road (3.6a/11/PEC)

13.11 Bill No. 246 By-law No. C.P.-1512(_)-___ 344

A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 359 Wellington Road & 657 Base Line Road East (3.8a/11/PEC)

13.12 Bill No. 247 By-law No. PS-114-24___ 348

A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.7/10/CWC)

13.13 Bill No. 248 By-law No. PW-11-24_____ 353

A by-law to amend By-law No. PW-11, being "A by-law to provide for the sale of fireworks and the setting off of fireworks and pyrotechnics within the City of London, and for requiring a permit and imposing conditions". (2.7b/9/CPSC)

13.14 Bill No. 249 By-law No. S.- 355

A by-law to assume certain works and services in the City of London. (Foxwood Subdivision Phase 3A, Plan 33M-799 – Stage 1) (Deputy City Manager, Environment and Infrastructure)

13.15 Bill No. 250 By-law No. S.- 357

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street) (Chief Surveyor – for road widening purposes pursuant to Consent B.010/23)

13.16 Bill No. 251 By-law No. S.- 359

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Road) (Chief Surveyor – for road widening purposes pursuant to Consent B.014/23)

13.17 Bill No. 252 By-law No. S.- 361

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road South and Base Line Road West) (Chief Surveyor – for road widening purposes pursuant to Site Plan Approval file SPA23-073)

13.18 Bill No. 253 By-law No. S.- 363

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wilton Grove Road) (Chief Surveyor – for road widening purposes pursuant to Site Plan Approval file SPA23-104)

13.19 Bill No. 254 By-law No. WM-12-24__ 365

A by-law to amend the Municipal Waste & Resources Collection By-law WM-12. (Director, Climate Change, Environment & Waste Management)

13.20 Bill No. 255 By-law No. Z.-1-24____ 366

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1 Fallons Lane (3.2/11/PEC)

13.21 Bill No. 256 By-law No. Z.-1-24____ 368

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3614, 3630 Colonel Talbot Road and 6621 Pack Road (3.3/11/PEC)

13.22 Bill No. 257 By-law No. Z.-1-24____ 373

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3392 Wonderland Road South (3.4b/11/PEC)

13.23 Bill No. 258 By-law No. Z.-1-24____ 376

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1458 Huron Street & 39 Redwood Lane (3.5/11/PEC)

13.24 Bill No. 259 By-law No. Z.-1-24____ 378

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1105 Wellington Road (3.6b/11/PEC)

13.25 Bill No. 260 By-law No. Z.-1-24____ 380

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 934 Oxford Street West (3.7/11/PEC)

13.26 Bill No. 261 By-law No. Z.-1-24____ 383

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 359 Wellington Road & 657 Base Line Road East (3.8b/11/PEC)

13.27 Bill No. 262 By-law No. Z.-1-24____ 386

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1725-1737 Richmond Street (3.9/11/PEC)

14. Adjournment

Council

Minutes

12th Meeting of City Council
June 25, 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, D. Ferreira, S. Hillier
Absent:	E. Peloza
Also Present:	S. Datars Bere, A. Barbon, M. Butlin, S. Corman, K. Dickins, A. Hagan, D. Kramers, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, J. Rennick, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor, B. Warner Remote Attendance: E. Hunt, V. Morgado, L. Stewart The meeting is called to order at 1:03 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED Councillor P. Cuddy discloses a pecuniary interest in item 5, (2.1) of the 11th Report of the Corporate Services Committee having to do with Declaring Surplus, City-owned Property - Part of Pine Street, by indicating that he has previously leased land to Sofina Foods Inc.

That it BE NOTED that Councillor A. Hopkins discloses a pecuniary interest in item 4.2, (6.1) of the 11th Report of the Corporate Services Committee by indicating that her son is employed by The Corporation of the City of London and represented by CUPE 107.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: C. Rahman
Seconded by: P. Cuddy

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

4.1 Solicitor-Client Privilege/Land Acquisition

A matter pertaining to advice that is subject to solicitor-client privilege and land acquisition, including communications necessary for that purpose with respect to the Master Accommodation Plan - Redevelopment of City Hall Campus and the communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions regarding an unsolicited proposal for a city-owned City Hall facility on the Market Block in Downtown London. (6.1/11/SPPC)

4.2 Labour Relations/Employee Negotiations

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

4.3 Solicitor-Client Privilege / Land Acquisition/Disposition / Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same / Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes

A matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation, a proposed or pending acquisition or disposition of land by the municipality, information explicitly supplied in confidence to the municipality by Canada Mortgage and Housing Corporation pursuant to subsection 239(2)(h) of the Municipal Act, 2001 and is a position, plan, procedure, criteria, or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act (6.1/8/CPSC)

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

That Council convenes In Closed Session, from 1:15 PM to 1:46 PM.

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

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

That the Minutes of the 11th Meeting held on June 4, 2024, BE APPROVED.

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

6. Communications and Petitions

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

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

6.1 Master Accommodation Plan - Redevelopment of City Hall Campus

1. (ADDED) P. Norman, VP & Chief Economist - Altus Group
2. (ADDED) P. Lombardi, Partner - Siskinds

6.2 Heritage Alteration Permit Application – 332 St. James Street – Bishop Hellmuth Heritage Conservation District (HAP23-107-L)

1. M. Whalley
2. N. Tausky

6.3 367 Springbank Drive (Z-9722)

1. B. Castellani

6.4 735 Southdale Road West (OZ-9567)

1. (ADDED) K. Crowley, Senior Planner and H. Froussios, principal Planner - ZELINKA PRIAMO LTD.

6.5 323 Oxford St West, 92 and 825 Proudfoot Lane (Z-9416)

1. A.M. Valastro
2. A. Johnson
3. (ADDED) S. Aikman

6.6 Draft Land Needs Assessment of The London Plan (O-9595)

1. R. Zelinka, Principal Planner - ZELINKA PRIAMO LTD.
2. F. Noory, CEO - Royal Premier Homes

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 9th Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 9th Report of the Civic Works Committee BE APPROVED.

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

Absent: (1): E. Peloza

Motion Passed (14 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) 6th Report of the Integrated Transportation Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 6th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on May 15, 2024:
a) the London Transit Commission BE REQUESTED to provide the following information to the Integrated Transportation Community Advisory Committee:
i) provision of transit services;
ii) current Service Plan (Conventional and Special);
iii) criteria of provision of transit services in new subdivisions;
iv) areas and subdivisions in London where no transit services are available;
v) zero emission bus fleet implementation and rollout plan;
vi) when Londoners may see the first group of zero emission buses on the roads; and,
vii) how many buses and which routes will be used in the pilot project; and,
b) clauses 1.1, 2.1 to 2.3, 3.1 and 3.2 BE RECEIVED.

Motion Passed

3. (2.2) Hyde Park Pumping Station Single Source Pump Purchase

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 June 11, 2024, related to the Hyde Park Pumping Station Single Source Pump Purchase:
a) the price submitted by Directrik Inc. of $282,697.64 CAD (excluding HST) for the supply of one vertical turbine pump BE ACCEPTED;
b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E03)

Motion Passed

4. (2.3) Mud Creek Phase 2B: RFT-2024-060 Construction Contract and Consultant Supervision Award and Project Budget Increase

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 June 11, 2024, related to Mud Creek Phase 2B: RFT-2024-060 – Construction Contract and Consultant Supervision Award and Project Budget Increase:
a) the bid submitted by CH Excavating (2013) at its tendered price of $11,864,196.42 (excluding HST) BE ACCEPTED; it being noted that the bid submitted by CH Excavating (2013) was the lowest of four (4) 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 “Mud Creek Phase 2B RFT-2024-060 – Construction Contract” in accordance with the estimate on file, at the upset amount of $1,349,144.83 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
c) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects;
e) 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 (RFT-2024-060); and,
f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-A05)

Motion Passed

5. (2.4) Appointment of Consulting Engineers for the Infrastructure Renewal Program: Round 2

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 June 11, 2024, related to the Appointment of Consultant Engineers for the Infrastructure Renewal Program Round 2:
a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(e) of the City of London’s Procurement of Goods and Services Policy:
i) GM BluePlan Engineering Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration for sanitary sewer infrastructure upsizing on Second Street, from Oxford Street to Pottersburg Creek, in the total amount of $412,379.00, including contingency (excluding HST);
ii) AECOM Canada Ltd. BE APPOINTED consulting engineers to complete the Downtown Core Area Sanitary Infrastructure Assessment Study, in the total amount of $124,607.00, including contingency (excluding HST);
b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E01)

Motion Passed

6. (2.5) RFT-2024 -084 Greenway Flood Protection Tender Award

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 June 11, 2024, related to RFT-2024-084 Greenway Flood Protection Tender Award:
a) the bid submitted by Stone Town Construction Limited at its tendered price of $24,477,992.06 (excluding HST), for the construction of flood protection at Greenway Wastewater Treatment Plant BE ACCEPTED;
b) the increase in fees for engineering services related to design and contract administration for the Greenway Flood Protection projects of $760,641.00, plus HST, BE APPROVED;
c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,
f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E13)

Motion Passed

7. (2.6) RFP-2024-078 Byron Bridge Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer

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 June 11, 2024, related to RFP-2024-078 Byron Bridge Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer:
a) the proposal submitted by Dillon Consulting Limited BE ACCEPTED to provide consulting engineering services to complete the detailed design, tendering and construction administration services at an upset amount of $403,749.50 (excluding HST), as per Section 15.2 (e) of the Procurement of Goods and Services Policy;
b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
e) the Mayor and the City Clerk BE AUTHORIZED to execute any

contract or other documents including agreements, if required, to give effect to these recommendations. (2024-T04)

Motion Passed

8. (2.7) Funding to Support the Continuation of UTRCA Monitoring Program for the Dingman Creek Subwatershed

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 June 11, 2024, related to Funding to Support the Continuation of the UTRCA Monitoring Program for the Dingman Creek Subwatershed:
a) the Upper Thames River Conservation Authority BE APPOINTED to complete the 2024 Dingman Creek Surface Monitoring Program in accordance with the estimate, on file, at an upset amount of $161,550 (excluding HST), in accordance with Section 14.4 (d), (e) and (h) of the City of London's Procurement of Goods and Services Policy;
b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-F11A)

Motion Passed

9. (2.8) Temporary Recycling Residual Disposal Fee Adjustment for Existing Customers at W12A Landfill (Relates to Bill No. 208)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated June 11, 2024, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend By-law A-59, being "A by-law to provide for Various Fees and Charges" to establish a new temporary fee for existing customers that can no longer haul recycling process residuals in walking floor transfer trailers to the W12A Landfill due to operational constraints. (2024-E07)

Motion Passed

10. (2.9) Contract Price Increase: Dundas Street TVP Active Transportation Connection

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 June 11, 2024 related to a Contract Price Increase for the Dundas Street TVP Active Transportation Connection:
a) Dundas TVP Active Transportation Connection (Tender RFT21-04) construction contract value with L-82 Construction Ltd. BE INCREASED by $170,000 to $2,535,763.20 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-F18)

Motion Passed

8.2 11th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED with the exception of items 3 (2.2) and 7 (4.1).

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Asset Management Plans for Agencies, Boards and Commissions

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the City related Agencies, Boards and Commissions' Asset Management Plans:

a) the report entitled "Asset Management Plans for Agencies, Boards and Commissions" BE RECEIVED for information; and

b) the "Agencies, Boards and Commissions Asset Management Plans", as appended to the staff report as Appendix "A", BE APPROVED;

it being noted that the London & Middlesex Community Housing Asset Management Plan dated November 2020 will be revised and be brought forward to Municipal Council for review and approval in 2025.

Motion Passed

4. (3.1) London & Middlesex Community Housing - 2023 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 212)

Motion made by: S. Lewis

That the following actions be taken with respect to the London & Middlesex Community Housing (LMCH):

a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 18, 2024 as Appendix “A” entitled “A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing”, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024;

b) the presentation by P. Squire, Board Chair and P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;

c) the 2023 Financial Statements BE RECEIVED; and

d) the 2023 Annual Report - Transformation Vision to Reality BE RECEIVED.

Motion Passed

5. (3.2) Housing Development Corporation, London (HDC) - 2023 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: S. Lewis

That the following actions be taken with respect to the Housing Development Corporation, London:

a) on the recommendation of the City Manager, the Independent Auditor’s Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2023, BE RECEIVED;

b) the 2023 Financial Statements BE RECEIVED; and

c) the 2023 Year End Report to the Shareholder BE RECEIVED.

Motion Passed

6. (3.3) 2025 Growth Management Implementation Strategy (GMIS) Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of The

London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2025 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report in Appendix 'B'; it being noted that:

i. Sunningdale SWMF E1 will be rescheduled from 2024 to 2027;
ii. Stoney Creek SWMF 7.1 will be rescheduled from 2025 to 2027;
iii. Stoney Creek SWMF 8 will be rescheduled from 2025 to 2028;
iv. North Lambeth SWMF P2 North will be rescheduled from 2025 to 2028;
v. North Lambeth SWMF P2 South will be rescheduled from 2025 to 2026;
vi. Pincombe Drain SWMF P3 West will be rescheduled from 2025 to 2026;
vii. White Oaks SWMF 3 East will be rescheduled from 2025 to 2026;
viii. Wharncliffe Road South (Campbell St. to Bostwick Rd.) will be rescheduled from 2027 to 2028;
ix. Kilally South, East Basin SWM 3 will be rescheduled from 2031 to 2027;
x. North Lambeth SWMF P1 North will be rescheduled from 2033 to 2029;
xi. North Lambeth SWMF P1 South will be rescheduled from 2033 to 2029; and
xii. Kilally Road Two Lane Upgrade (Webster St to Clarke Rd) will be rescheduled from 2030 to 2025;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

c) the presentation on the added agenda BE RECEIVED;

it being pointed out that the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

· M. Wallace, London Development Institute
· C. Spina.

Motion Passed

8. (4.2) Basic Needs Response Plan

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the ~~attached~~ revised June 18, 2024, The Basic Needs Response Plan report:

a) a one-time funding allocation of up to $70,500 (excluding HST) BE APPROVED for payment of depot meal program and comfort stations for services delivered in May and June 2024;

b) the funding reallocation request from Canadian Mental Health Association Thames Valley (CMHA) related to their identified Cold Weather Response surplus of up to $250,000 (excluding HST) BE

APPROVED to maintain services at The Coffee House located at 371 Hamilton Road up to an additional 6 months;

c) the Encampment Response Option 2, to include year-round depot services and operating until March 31, 2026 to better align with other current services which were approved as part of the stability of the sector report in February 2024 BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee to allow Civic Administration to provide a report on the City of London application for the $250M of Federal funding for encampments announced April 12, 2024 it being noted the report will provide an update on the status of the Interim Housing Assistance Program (IHAP) funding, confirm the plans for a cold weather response for 2024 and if it will align with the Basic Needs plans, which is seeking funding into July 2025;

d) the direction to find a source of funding including any unspent previously approved sources of funding, including previously allocated Operating Budget Contingency Reserve funds BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee to allow the Civic Administration to provide a report on the City of London application for the $250M of Federal funding for encampments announced April 12, 2024;

e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;

f) the approval given herein BE CONDITIONAL upon the Corporation of the City of London entering into new and/or amending existing Purchase of Service Agreements with agencies identified through the City's Procurement of Goods and Services Policy to deliver the approved services;

g) the Civic Administration BE DIRECTED to report back to a future meeting of the Strategic Priorities and Policy Committee on the existing public washroom facilities across the city, their hours of operation, their locations, their staffing requirements, and information about usage, to allow Council to determine if there is sufficient public washroom access and if the hours of operation align with community programming and our encampment/basic needs services; and

h) the Civic Administration BE DIRECTED to continue the depot meal program until the time of which the Basic Needs Response Plan is approved by Council and to find a source of funding including any unspent previously approved sources of funding, including previously allocated Operating Budget Contingency Reserve funds.

Motion Passed

9. (4.3) SS-2024-205 Single Source: Supportive Housing Model at 46 Elmwood Place (Relates to Bill No. 213)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to a SS-2024-205 Single Source: Supportive Housing Model at 46 Elmwood Place:

a) pursuant to the pre-qualification of Indwell Community Homes under RFPQ-2023-810 – Affordable Housing Development Partners, a single source procurement in accordance with s. 14.4(e) of the Procurement of Goods and Services Policy BE APPROVED to Indwell Community Homes to deliver a 50-unit Highly Supportive Housing project at 46 Elmwood Place that includes a one-time capital contribution up to a limit of $2,044,964 funded from the Housing Accelerator Fund;

b) funding for the initial one-time capital costs referenced in part a), above, BE APPROVED, as outlined in the Source of Financing Report as appended to the staff report dated June 18, 2024 as Appendix "B";

c) an annual housing supplement budget BE APPROVED for up to $500,000 for the Highly Supportive Housing project at 46 Elmwood Place;

d) the Civic Administration BE DIRECTED to request funding from the Fund for Change to be provided by the Fund for Change to Indwell Community Homes to fund the estimated one-time operating costs of Indwell Community Homes at an approximate cost of $1,700,000;

e) the Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request to Indwell Community Homes associated with the re-development of the property for a total estimated amount of up to $4,000,000;

f) the Deputy City Manager, Social and Health Development, or written designate, CONTINUE TO refine the capital and operating budget estimates in (a), (c), (d) and (e) above;

g) the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law as appended to the staff report as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to:

i) authorize the Deputy City Manager, Social and Health Development to approve and execute agreement(s) between The Corporation of the City of London and Indwell Community Homes to address the capital funding and operational funding;
ii) authorize the Deputy City Manager, Social and Health Development to approve and execute any amending agreements between The Corporation of the City of London and Indwell Community Homes that do not require additional funding;

h) the Civic Administration BE AUTHORIZED to undertake all other administrative acts necessary in connection with this project;

it being noted that where delegated authority does not currently exist for agreements associated with the budget estimates noted in (f), the Civic Administration shall seek approval from Council prior to execution and or amendments.

Motion Passed

10. (4.4) Consideration of Appointment to RBC Place London Board of Directors

Motion made by: S. Lewis

That Councillor J. Pribil BE APPOINTED to RBC Place London Board of Directors for the term ending November 14, 2026.

Motion Passed

11. (5.1) Appointment of Consultant for RFP 2024-113 Community Improvement Plan to Encourage Residential Development Near Transit

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the appointment of a consultant for a Community Improvement Plan to Encourage Residential Development Near Transit:

a) N. Barry Lyon Consulting, BE APPOINTED Consultant to undertake the said project, in the amount of $106,280.00 (excluding HST), in accordance with Section 12.2 (b) of the Procurement of Goods and Services Policy;

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

c) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and

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

Motion Passed

3. (2.2) Master Accommodation Plan - Redevelopment of City Hall Campus

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports with the concurrence of the City Manager, the following actions be taken with respect to the Master Accommodation Plan:

a) the report dated June 18, 2024, titled “Master Accommodation Plan – Redevelopment of City Hall Campus” BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and

c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 14, 2024 from C. Butler and a communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions.

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

Nays: (5): P. Cuddy, S. Stevenson, J. Pribil, P. Van Meerbergen, and S. Hillier

Absent: (1): E. Peloza

Motion Passed (9 to 5)

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

That the following actions be taken with respect to the report dated June 18, 2024, titled "Master Accommodation Plan - Redevelopment of City Hall Campus:

a) items b) and c) BE REFERRED to the September 17, 2024 meeting of the Strategic Priorities and Policy Committee meeting for consideration;
"b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and
c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;"

b) the Civic Administration BE DIRECTED to:
a) reach out to relevant agencies, boards and commissions to ascertain their desire to explore co-location in a future centralized City Hall facility;
b) that any further action relating to expanding the existing City Hall onto the adjacent campus lands BE DEFERRED until:
i) a review of the conversion of City Hall lands from commercial to residential related to proposed municipal space alternatives to the current City Hall campus has been completed;
ii) any unsolicited proposals that have been formally received by the City prior to this Council meeting of June 25, 2024 are evaluated in accordance with the City's established unsolicited proposal process; and,
iii) the Civic Administration report back on those unsolicited proposals and compare the strengths and weaknesses of such proposals relative to the option of expanding on the City Hall campus, considering such matters as: cost, time requirement, suitability for accommodating a centralized City Hall facility, spin-off economic impact, contribution to downtown revitalization, creation of housing supply, downtown safety and security, and any additional considerations that staff believe are important to consider

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

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

(ADDED) Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose with respect to the Master Accommodation Plan - Redevelopment of City Hall Campus and the communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions regarding an unsolicited proposal for a city-owned City Hall facility on the Market Block in Downtown London. (6.1/11/SPPC)

Yeas: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (4): H. McAlister, S. Trosow, S. Franke, and D. Ferreira

Absent: (1): E. Peloza

Motion Passed (10 to 4)

Council convenes In Closed Session, from 2:22 PM to 3:24 PM

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

That the following actions be taken with respect to the report dated June 18, 2024, titled “Master Accommodation Plan – Redevelopment of City Hall Campus:
a) items b) and c) BE REFERRED to the September 17, 2024 meeting of the Strategic Priorities and Policy Committee meeting for consideration:
"b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and
c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;"
b) the Civic Administration BE DIRECTED to:
a) reach out to relevant agencies, boards and commissions to ascertain their desire to explore co-location in a future centralized City Hall facility;
b) that any further action relating to expanding the existing City Hall onto the adjacent campus lands BE DEFERRED until:
i) a review of the conversion of City Hall lands from commercial to residential related to proposed municipal space alternatives to the current City Hall campus has been completed;

Yeas: (7): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): Mayor J. Morgan, H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Peloza

Motion Failed (7 to 7)

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

Motion to approve the following:

b) that any further action relating to expanding the existing City Hall onto the adjacent campus lands BE DEFERRED until:

ii) any unsolicited proposals that have been formally received by the City prior to this Council meeting of June 25, 2024 are evaluated in accordance with the City's established unsolicited proposal process; and,
iii) the Civic Administration BE DIRECTED to report back on those unsolicited proposals and compare the strengths and weaknesses of such proposals relative to the option of expanding on the City Hall campus, considering such matters as: cost, time requirement, suitability for accommodating a centralized City Hall facility, spin-off economic impact, contribution to downtown revitalization, creation of housing supply, downtown safety and security, and any additional considerations that staff believe are important to consider

Yeas: (4): J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Peloza

Motion Failed (4 to 10)

Item 3, clause 2.2, as approved, reads as follows:

That, on the recommendation of the Deputy City Manager, Finance Supports with the concurrence of the City Manager, the following actions be taken with respect to the Master Accommodation Plan:

a) the report dated June 18, 2024, titled "Master Accommodation Plan – Redevelopment of City Hall Campus" BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to initiate a competitive procurement process to implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate civic administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies; and

c) the Civic Administration BE DIRECTED to consult with the relevant Agencies, Boards and Commissions with respect to participating in the range of uses in the redevelopment of the City Hall Campus;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 14, 2024 from C. Butler and a communication dated June 14, 2024 from J. M. Fleming, Principal, City Planning Solutions.

7. (4.1) London's Health & Homelessness Whole of Community System Response - Proposed Community Encampment Response Plan

At 4:13 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.
At 4:18 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken with respect to the London's Health & Homelessness Whole of Community System Response Proposed Community Encampment Response Plan report:

a) the "The Saving Lives, Alleviating Suffering, & Building a Healthy, Strong, & Safe Community for All" - London's Health & Homelessness Response: Community Encampment Response Plan as appended to the staff report dated June 18, 2024 as Schedule 1 BE ENDORSED, with the following amended guidelines contained on page 36:

- On or within 150 metres of an elementary school or children daycare centre;
- On or within 100 metres of a playground, pool, waterpark, or any spray pad;
- Within 100 metres of any private residential property line with a habitable dwelling as per the Building Code;
- On or within 100 metres of any sports fields, inclusive of but not limited to, skateboard parks, fitness amenities, golf courses, ball diamonds, soccer pitches, tennis courts, or any other sports or multi-use courts, as well as stadiums, dugouts, stages, and bleachers;

b) the report BE RECEIVED for information; and

c) the memo dated June 13, 2024 from the Deputy City Manager, Social Health Development regarding Community Encampment Response Plan: Community Feedback BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received a presentation from C. McDonald, Director of Service, London Cares and G. Nash, Director, Complex Urban Health, London InterCommunity Health Centre with respect to this matter.

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

Nays: (1): S. Stevenson

Absent: (1): E. Peloza

Motion Passed (13 to 1)

8.3 10th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 10th Report of the Planning and Environment Committee BE APPROVED with the exception of items 3 (2.2), 6 (2.4), 13 (3.7), 14 (3.8), and 15 (3.9).

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

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

That Council recess at this time for 10 minutes.

Motion Passed

The Council recesses at 4:25 PM and reconvenes at 4:37 PM.

1. Disclosures of Pecuniary Interest

   Motion made by: S. Lehman

   That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Meeting of the Ecological Community Advisory Committee

   Motion made by: S. Lehman

   That the 6th Report of the Ecological Community Advisory Committee, from its meeting held on May 16, 2024 BE RECEIVED for information.

Motion Passed

4. (2.3) Withdrawn - Appointment of Consultant for RFP 2024-113 Community Improvement Plan to Encourage Residential Development near Transit

   Motion made by: S. Lehman

   That the item entitled "Appointment of Consultant for RFP 2024-113 Community Improvement Plan to Encourage Residential Development near Transit" BE WITHDRAWN.

Motion Passed

5. (2.5) 2023 Annual Report on Building Permit Fees

   Motion made by: S. Lehman

   That the staff report dated June 11, 2024 entitled "Annual Report on Building Permit Fees" BE RECEIVED for information. (2024-P10)

Motion Passed

7. (3.1) Community Improvement Plans Review for Increasing Affordable Housing

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Community Improvement Plans Review for Increasing Affordable Housing:

a) the Civic Administration BE DIRECTED to amend the Affordable Housing Community Improvement Plan to:

i) update the definitions of affordability (Consultant Recommendation #1); and,
ii) review and update the CIP's goals and objectives (Consultant Recommendation #2);

b) the Civic Administration BE DIRECTED to report back on the financial implications of amending the Affordable Housing Community Improvement Plan and its Financial Incentive Program Guidelines to:

i) introduce the following new financial incentive programs (Consultant Recommendation #4):

A) tax Increment Equivalent Grant Program (Consultant Recommendation #5);
B) Capital Grant Program (Consultant Recommendation #6);
C) Municipal Fee Exemption Program (Consultant Recommendation #9);
D) Pre-Construction Grant Program (Consultant Recommendation #10);

ii) amend the existing Additional Residential Unit (ARU) Loan Program to introduce a forgivable loan (Consultant Recommendation #7) and create an ARU grant pilot project (Consultant Recommendation #8); and,
iii) introduce a Land Banking and Disposal Program (Consultant Recommendation #11);

c) the Civic Administration BE DIRECTED to undertake the following recommendations to support the Affordable Housing CIP's implementation and the construction of affordable housing:

i) review and report back on the coordination and program delivery of affordable housing programs across the Corporation of the City of London (Consultant Recommendation #12); and,
ii) amend the Affordable Housing CIP to implement performance targets and monitor them (Consultant Recommendation #13);

d) the Civic Administration BE DIRECTED to report back on the following recommendation that falls outside of the legislated authority of a Community Improvement Plan:

i) assign City staff as a concierge to act as consistent point of contact for affordable housing project proponents to help navigate City approval processes (Consultant Recommendation #18);

e) the report titled "Community Improvement Plan Review for Increasing Affordable Housing Supply" from Tim Welch Consulting Inc. (Appendix "A") BE RECEIVED;

it being noted that Consultant Recommendation:

- #3 requires no action from Civic Administration because the Affordable Housing community improvement project area is already the entire municipality;

- #15 requires no action because introducing affordable housing minimums would have a negative impact on the existing housing-related financial incentive programs; and,
- #16 (investigate updating the Zoning-By-law to allow for affordable housing citywide without the need for a Zoning By-law Amendment) will be forwarded to the ReThink Zoning project;

it being noted that the Planning and Environment Committee heard a presentation by T. Welch, TWC, 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-S11)

Motion Passed

8. (3.2) 1944 Bradley Avenue (Z-9724) (Relates to Bills No. 217 and 231)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Martin Quarcoopome c/o Weston Consulting, relating to the property located at 1944 Bradley Avenue:

a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend the Official Plan, The London Plan, to AMEND Map 3 – Street Classifications to ADD a Neighbourhood Connector Street Classification;

b) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 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 lands FROM an Urban Reserve (UR4) Zone and an Environmental Review ER Zone TO a Holding Residential R1 Special Provision (h-17•R1-3( )) Zone; a Holding Residential R4 Special Provision (h-17•R4-6( )) Zone; a Holding Residential R6 Special Provision (h-17•R6-5( )) Zone; an Open Space (OS1) Zone; and an Open Space (OS5) Zone;

c) the Approval Authority BE ADVISED that the following issues were raised through the application review process for the property located at 1944 Bradley Avenue:

i) the development be condensed to allow for more green space; and,
ii) the noise and smell from nearby farm uses be taken into consideration;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision submitted by Martin Quarcoopome c/o Weston Consulting on behalf of Elite Bradley Developments Inc., consisting of 47 single detached residential lots; 20 street townhouse blocks; one (1) cluster townhouse block; one (1) park block; one (1) hydro corridor block; one (1) open space buffer block; one (1) open space block; four (4) 0.3 metre reserve blocks; served by four (4) new streets, subject to draft plan conditions as recommended by the Approval Authority (File No. 39T-23505);

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

- a presentation from Martin Quarcoopome, Weston Consulting;

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

- M. Quarcoopome; and,
- A.M. Valastro;

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

- the recommended amendments are consistent with the Provincial Policy Statement 2020 which promote densities that efficiently use land, resources, and infrastructure, and neighbourhoods that foster social interaction, facilitate active transportation and community connectivity;
- the recommended amendments conform to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building and Design, Environmental, Our Tools, and all other applicable policies of The London Plan;
the recommended amendments are appropriate and compatible with existing and future land uses surrounding the subject lands;
- the recommended zoning will support the proposed Draft Plan of Subdivision and facilitate an appropriate form, height, and mix of residential development in conformity with The London Plan, 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-D09)

Motion Passed

9. (3.3) 1806 Avalon Street (Z-8283) (Relates to Bill No. 232)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Darryl Neville, relating to the property located at 1806 Avalon Street, known legally as Concession 1, Part Lot 5 Registered Plan No. 33R6847 Parts 2 to 4:

a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 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 Special Provision Residential R2 (R2-1(9)) Zone and a Special Provision Residential R2 (R2-3(3)) Zone TO a Holding Residential R6 Special Provision (h-65*R6-5 (_)) Zone;

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

i) provide pedestrian connectivity through the site from all units to the public street;
ii) provide adequate landscaped open space and outdoor amenity areas to serve the needs of the residents of the proposed development;

iii) provide enhanced tree planting;
iv) reduce oversupply of visitor parking to provide additional outdoor amenity areas;
v) reduce driveway widths to provide additional landscaped open space;
vi) require the completion of an updated Noise and Vibration Study to confirm the requirements to mitigate negative impacts from the rail line and ensure public safety;

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

- D. Murphy, Siv-ik Planning and Design; and,
- G. Horchover;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment contributes to the range and mix of housing options within the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

Motion Passed

10. (3.4) Demolition Request for Heritage Listed Property – 520 South Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the demolition request for the house on the heritage listed property at 520 South Street:

a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the house on the property; and,

b) the property located at 520 South Street BE REMOVED from the Register of Cultural Heritage Resources;

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

- S. Rasanu, Strik Baldinelli Moniz Ltd.;

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

11. (3.5) 367 Springbank Drive (Z-9722) (Relates to Bill No. 233)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kanwal Dentistry Professional Corporation, relating to the property located at 367 Springbank Drive:

a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R2/Office Conversion (R2-2/OC4) Zone, TO an Arterial Commercial Special Provision (AC2(_)) Zone;

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

i) as parking exceeds minimum requirements the applicant is encouraged to convert spaces for additional outdoor amenity space;
ii) specify the location of the medical/dental waste; and,
iii) relocate the proposed bicycle parking;

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

- D. French, Story Samways Planning 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 establishment of office and residential uses that are 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-D09)

Motion Passed

12. (3.6) 1151 and 1163 Richmond Street (Z-9723)

Motion made by: S. Lehman

That the public comments BE RECEIVED;

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

- B. Samuels; and,
- K. Galil;

it being noted that a revised recommendation with respect to these matters was received;

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-D09)

Motion Passed

16. (3.10) Amendments to Fees Under the Building Code Act, Building Permit Fees By-law B-7 Amendment (Relates to Bill No. 214)

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to Amendments to Fees and Charges under the Building Code Act, Building Permit Fees By-law Amendment:

a) the proposed by-law appended to the staff report dated June 11, 2024 as Schedule “A” BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Building Permit Fees By-Law B-7 by repealing and replacing Schedule “A”; and,

b) the Civic Administration BE DIRECTED to continue annual inflationary increases for fees as outlined in Schedule “A”:

c) the Civic Administration BE DIRECTED to restructure and phase-in the following building permit fee increases annually, in addition to annual inflationary increases noted in b), starting in 2024:

i) Townhouses - 2.1%;
ii) Apartments - 5.0%;
iii) Group A (Assembly) - 1.4%; and,
iv) Group E (Mercantile) - 4.0% (finished) and 5.5% (shell);

d) the Civic Administration BE DIRECTED to increase all minimum fees by 21%; and,

e) Schedule “B” of the staff report dated June 11, 2024 BE RECEIVED for information;

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, Executive Director, London Development Institute;

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-P10)

Motion Passed

17. (4.1) School Block Acquisitions

Motion made by: S. Lehman

That the Civic Administration BE DIRECTED to provide information and associated recommended actions on school block acquisitions and report back to the Planning and Environment Committee in Q4 of 2024, including, but not limited to:

a) background on the acquisition of blocks for the purposes of a school in the context of Planning Act applications;

b) a status update on all unacquired Blocks identified in approved Planning Act applications identified for possible School Blocks; and,

c) provide options for Council's consideration to provide the School Board(s) with additional flexibility in acquiring School blocks in future Planning Act applications;

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

- a communication dated June 6, 2024 from Councillor C. Rahman and Mayor J. Morgan; and,
- a communication dated June 4, 2024 from B. Mai, Chair of the Board, Thames Valley District School Board.

Motion Passed

18. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the June 3, 2024 Deferred Matters List BE RECEIVED. (2024-D19)

Motion Passed

19. (5.2) 6th Meeting of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the 6th Report of the Community Advisory Committee on Planning, from its meeting held on June 5, 2024, BE RECEIVED for information.

Motion Passed

3. (2.2) Planning & Development and Building Monthly Housing Update – 2024 Year-To-Date

Motion made by: S. Lehman

That the staff report dated June 11, 2024 entitled "Planning and Development and Building Monthly Housing Update - 2024 Year-To-Date" BE RECEIVED for information. (2024-S11)

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

6. (2.4) Heritage Alteration Permit Application – 332 St. James Street – Bishop Hellmuth Heritage Conservation District (HAP23-107-L)

Motion made by: S. Lehman

That the Heritage Alteration Permit application under Section 42 of the Ontario Heritage Act relating to the property located at 332 St. James Street BE APPROVED;

it being noted that the Planning and Environment Committee heard a verbal delegation from G. Keene, with respect to these matters;

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

- a request for delegation status and communication dated June 6, 2024 from G. Keane;
- a communication dated June 6, 2024 from M. Ross;
- a communication dated June 6, 2024 from J. Brown; and,
- a communication dated June 8, 2024 from J. Byrne;

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

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

Absent: (1): E. Peloza

Motion Passed (12 to 2)

13. (3.7) 735 Southdale Road West (OZ-9567) (Relates to Bills No. 218 and 234)

Motion made by: S. Lehman

That the following actions be taken with respect to the application by Royal Premier Homes, relating to the property located at 735 Southdale Road West:

a) the proposed ~~attached~~, revised by-law as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend the Official Plan, The London Plan Policy 1565_5, List of Secondary Plans - Southwest Area Secondary Plan by adding a special policy to Section 4.1 iv) a) i) Residential Development Intensity Adjacent to Urban Thoroughfares, Civic Boulevards, Rapid Transit Boulevards, and Main Streets – Function and Purpose to permit a density of 231 units per hectare and a maximum height of 12 storeys (39 metres);

b) the proposed ~~attached~~, revised by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Residential R5, R6, and R8 Zone (h-2*h-30*h-53*h-75*R5-2/R6-4/R8-4) Zone, TO a Holding Residential R5, R6, R8 (h-213*R5-2/R6-4/R8-4(_)) Zone and Open Space (OS5) Zone with the following special provisions:

i) Front Yard Setback – 1 metre (Minimum);
ii) Rear Yard Setback – 20 metres (Minimum) where lands abuts a Residential or Urban Reserve Zone;
iii) Rear Yard Setback – 0 metres (Minimum) where lands abuts an Open Space (OS5) Zone, with a 30 metre buffer from the existing wetland feature;
iv) Interior Side Yard Setback – 10 metres (Minimum);
v) Lot Coverage – 27% (Minimum);
vi) Height – 12 storeys or 38 metres, whichever is shorter (Maximum);
vii) Density – 231 units per hectare (Maximum);

c) pursuant to subsection 34(17) of the Planning Act, no further notice be given;

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

- a communication dated June 5, 2024 from M. Frijia, Vice President, Southside Group; and,
- a communication dated June 6, 2024 from K. Crawley, Senior Planner and H. Froussios, Principal Planner, Zelinka Priamo Ltd.;

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

- K. Crowley, Zelinka Priamo Ltd.;
- A. Nelson; and,
- A.M. Valastro;

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

- the requested amendment is not consistent with the Provincial Policy Statement 2020; and,
- the requested amendment would permit development that is not considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

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-D09)

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

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

Absent: (1): E. Peloza

Motion Passed (12 to 2)

14. (3.8) 323 Oxford St West, 92 and 825 Proudfoot Lane (Z-9416) (Relates to Bills No. 219 and 235)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sam Katz Holdings Inc., relating to the properties located at 323 Oxford Street West, 92 and 825 Proudfoot Lane:

a) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend the Official Plan, The London Plan to:

i) REVISE the Specific Policy 864B_ in the Rapid Transit and Urban Corridor Place Types, located at 323 Oxford Street West to permit development with a maximum height of 18 storeys (60 metres);
ii) REVISE the Specific Policy 1066_ in the Neighbourhoods Place Type, located at 323 Oxford Street West to permit development with a maximum height of 6 storeys (20 metres) and permit development with a maximum height of 13 storeys (40 metres) at 92 Proudfoot Lane and 825 Proudfoot Lane;
iii) REVISE the Specific Policy 1067_ in the High-Density Residential Overlay (from 1989 Official Plan), located at 323 Oxford Street West to permit development with a maximum height of 14 storeys (46 metres) and permit a maximum height of 13 storeys (40 metres) at 92 Proudfoot Lanes; and,
iv) REVISE the Specific Policy 1067A_ in the High-Density Residential Overlay (from 1989 Official Plan), to permit development with a maximum height of 16 storeys (51 metres) only on the portion of the site that is south of Westfield Drive and east of Beaverbrook Drive;

b) the proposed by-law appended to the staff report dated June 11, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Residential R5/R6/R7/R8 (h-1•R5-3/R6-5/R7•D75•H13/R8-4), Residential R5/R6/R7/R8, Neighbourhood Facility (R5-3/R6-5/R7•D75•H13/R8-4/NF1), Holding Residential R8 (h-1•R8-4), Holding Residential Special Provision R8 (h-1•R8-4(9)), Residential R9 (R9-7•H40), Residential R9 (R9-7•H46), Holding Residential Special Provision R9 (h-1•R9-3(8)•H22), Open Space (OS1), and Open Space (OS4) Zone TO a Holding Residential R5 Special Provision (h-80•h-100•R5-7(**)•D75•H13), Holding Residential R9 Special Provision/Neighbourhood Shopping Area (h-80•h-100•R9-7(**)•D305•H60/NSA3), Holding Residential R9 Special Provision (h-80•h-100•R9-7(**)•D242•H46), Holding Residential R9 Special Provision (h-80•h-100•R9-7(**)•D230•H20), Holding Residential R9 Special Provision/Neighbourhood Facility(h-18•R9-7(**)•D240•H40/NF), Holding Residential R9 Special Provision (h-18•h-80•h-100•R9-7(**)•D200), Open Space (OS1), and Open Space (OS5) Zone BE APPROVED;

c) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting:

i) there is no significant woodlot on the property;
ii) people have lost their homes through expropriation to recreate Mud Creek;
iii) construction of the stormwater drain has disrupted nesting activities of migratory birds, fish spawning habitat;

iv) the clear cutting of trees has disrupted bat habitat, which are currently listed at risk in Ontario as well as white tailed deer;
v) provide an annual report on monitoring the impact to wildlife that have been displaced;
vi) believes the removal of the community garden in Block 1 is detrimental to the seniors living there;
vii) increase in traffic, noise, speeding and accidents;
viii) increase in GHG emissions that remove vegetation and increases car emissions;
ix) flooding risks; and,
x) protect and retain the farmland;

d) the Approval Authority BE REQUESTED to consider the following transportation and servicing matters:

i) update the Transportation Impact Study and implement recommendations into future Site Plan Applications;
ii) consider the review of a Traffic Impact Study that addresses the cumulative development impacts and potential cut through traffic; and,
iii) ensure planned and future municipal infrastructure projects are coordinated with this development;

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

i) provide adequate landscaped open space and outdoor amenity areas. to serve the needs of the residents of the proposed development;
ii) provide enhanced tree planting;
iii) consider the provision of short-term bicycle parking; and,
iv) consider providing an enhanced landscaped view corridor and amenity space south of Westfield Drive; and,

f) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Sam Katz Holdings Inc., (File No. 39T-21505), updated February 13, 2024, which shows a draft plan of subdivision consisting of three (3) medium density residential blocks; four (4) high density blocks; four (4) one-foot reserve blocks; serviced by four (4) local streets (Streets A, B, Beaverbrook Avenue, and Westfield Drive);

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

- a communication dated May 24, 2024 from C. Kuijpers and B. Hannink;
- a communication dated June 5, 2024 from T. de Vries;
- a communication dated June 5, 2024 from Mr. and Mrs. G. Dyson;
- a communication dated June 4, 2024 from E. Prentice;
- a communication dated June 3, 2024 from S. Smith;
- a communication dated June 6, 2024 from M. Kuijpers;
- a communication dated May 24, 2024 from J. Cox;
- a communication dated June 9, 2024 from A. Johnson;
- a communication dated June 9, 2024 from A.M. Valastro; and,
- a communication dated June 10, 2024 from J. Woodyer, Campaigns Director, Zoocheck;

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

- J. Katz, Sam Katz Development;
- A.M. Valastro;
- Resident;
- K. Kuijpers;
- A. Johnson; and,
- M. McClure;

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS), 2020, that encourages higher density residential development within transit supportive areas. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended zoning conforms to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, Green Space Place Type, Rapid Transit Corridor, City Building and Design, Our Tools, and all other applicable policies of The London Plan;
- the proposed zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands; and,
- the recommended zoning amendments will support the proposed Draft Plan of Subdivision and facilitate an appropriate form and mix of medium and high-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-D09)

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

Nays: (1): S. Trosow

Absent: (1): E. Peloza

Motion Passed (13 to 1)

At 5:14 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.
At 5:18 PM, His Worship Mayor J. Morgan resumes the Chair.

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

That pursuant to section 9.6 of the Council Procedure By-law, Councillor S. Trosow BE PERMITTED to speak an additional 4 minutes with respect to this matter.

Motion Passed

15. (3.9) Draft Land Needs Assessment of The London Plan (O-9595) (Relates to Bill No. 220)

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

That, the following actions be taken with respect to the Sections 17(22) of the Planning Act, R.S.O. 1990, c. P.13 and section 26 Official Plan Review of The London Plan and Land Needs Assessment, as amended:

a) the proposed attached, revised by-law as Schedules 3 to 10, in Appendix "A" and related mapping in Appendix “F” to adopt the schedules as part of the Sections 17(22) and 26 Review, as amended, of The London Plan, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 and BE FORWARDED to the Ministry of Municipal Affairs and Housing for approval;

i) Official Plan Amendment Schedule 7 of Appendix A, in clause a) be amended with the following Specific Area Policy, as follows:

(_) Southwest Hyde Park Road and Fanshawe Park Road
In the Neighbourhood Place Type at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West, in addition to the standard range of permitted uses and intensities within this Place Type, the following may be permitted on any street classification: fourplexes and stacked townhomes up to four storeys and mid-rise apartment buildings of up to eight storeys. Mixed-use buildings will be permitted. The provision of necessary residential amenities to create a strong neighbourhood environment will be considered through all future planning processes. The range of Commercial Industrial Uses currently permitted on the lands at 1640 Fanshawe Park Road West will continue to be permitted until such time these lands are redeveloped for Neighbourhood Place Type uses at a future date.

(__) 1640 Fanshawe Park Road West
In the Neighbourhoods Place Type located at 1640 Fanshawe Park Road West a building supply outlet, building or contracting establishment, home improvement and furnishing store, warehouse establishment, and manufacturing and assembly industries with related sales may be permitted in addition to the use permitted in the Place Type.

Map 7 – Specific Policy Areas, to the Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West in the City of London, as indicated on “Schedule 1” Appendix F.

b) the Minister of Municipal Affairs and Housing BE ADVISED that Municipal Council declares that the schedules, above, under Sections 17(22) and 26 Review of The London Plan does not conflict with provincial plans, has regard to the matters of provincial interest, and is consistent with the Provincial Policy Statement;

c) the draft Land Needs Assessment (Community Growth) appended to the staff report dated June 11, 2024 as Appendix “B” BE RECEIVED and that Civic Administration be directed to undertake further consultation with the community and development industry, and during future meetings of the Housing Supply Reference Group, and that the Vacant Lands Inventory analysis be reviewed with respect to unresolved flood plain mapping issues with UTRCA;

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

- a communication dated May 28, 2024 from J.M. Fleming, Principal, City Planning Solutions;
- the staff presentation;
- a revised by-law for Appendix “F”;
- a communication from Deputy Mayor and Ward 2 Councillor S. Lewis and PEC Chair and Ward 8 Councillor S. Lehman;
- a communication dated June 5, 2024 from S. Stapleton, Vice President, Auburn Developments; and,
- a communication dated June 10, 2024 from P. Masschelein, Senior Vice President, Neighbourhood Developments, Sifton Properties Limited;

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

- M. Wallace, Executive Director, London Development Institute;
- S. Levin;
- R. Mino-Leahan, KLM Planning;
- A.M. Valastro;
- J.M. Fleming, Principal, City Planning Solutions;
- S. Stapleton, Auburn Developments;
- J. Kudelka, J2 Bouldering;
- P. Masschelein, Sifton Properties Limited;
- P. Norman, Altis Group; and,
- A. Shenouda, S.E.M. Construction;

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

- Municipal Council approval of Phase 1A of the Official Plan Review of The London Plan is consistent with the provisions of the Planning Act, section 26; and,
- the recommended changes of Industrial lands to other non-Industrial Place Types in the London Plan is consistent with the policies of the Provincial Policy Statement, 2020, and conforms with the policies of The London Plan.

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

Nays: (1): S. Trosow

Absent: (1): E. Peloza

Motion Passed (13 to 1)

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

That the motion BE AMENDED to include reference to section 17(22) of the of the *Planning Act*, R.S.O. 1990, c. P.13.

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

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

Motion to approve the following:

e) the Civic Administration BE DIRECTED to engage a third - party economic consultant to undertake a housing supply marketplace analysis, including engagement with the Housing Supply Reference Group and a review of the Vacant Lands Inventory, and provide recommendations on the land supply required to meet Council's provincial housing supply pledge;

Yeas: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Peloza

Motion Passed (9 to 5)

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

That pursuant to section 11.10 of the Council Procedure By-law, Council BE PERMITTED to proceed beyond 6:00 PM.

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

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

Motion to approve the following:

d) notwithstanding the Council-approved corporate growth projections for 2021-2051, the 2023 Ministry of Finance population projections BE ENDORSED for use as the basis for the Land Needs Assessment of The London Plan and Urban Growth Boundary Review, subject to further consultation with the Housing Supply Reference Group, the findings of the third-party economic consultant identified in clause e), below and review by Municipal Council at a future meeting of PEC; and,

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

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

Absent: (1): E. Peloza

Motion Passed (12 to 2)

Item 15, clause 3.9, as approved, reads as follows:

That, the following actions be taken with respect to the Sections 17(22) of the Planning Act, R.S.O. 1990, c. P.13 and section 26

Official Plan Review of The London Plan and Land Needs Assessment, as amended:

a) the proposed attached, revised by-law as Schedules 3 to 10, in Appendix "A" and related mapping in Appendix “F” to adopt the schedules as part of the Sections 17(22) and 26 Review, as amended, of The London Plan, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 and BE FORWARDED to the Ministry of Municipal Affairs and Housing for approval;

i) Official Plan Amendment Schedule 7 of Appendix A, in clause a) be amended with the following Specific Area Policy, as follows:

(_) Southwest Hyde Park Road and Fanshawe Park Road
In the Neighbourhood Place Type at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West, in addition to the standard range of permitted uses and intensities within this Place Type, the following may be permitted on any street classification: fourplexes and stacked townhomes up to four storeys and mid-rise apartment buildings of up to eight storeys. Mixed-use buildings will be permitted. The provision of necessary residential amenities to create a strong neighbourhood environment will be considered through all future planning processes. The range of Commercial Industrial Uses currently permitted on the lands at 1640 Fanshawe Park Road West will continue to be permitted until such time these lands are redeveloped for Neighbourhood Place Type uses at a future date.

(__) 1640 Fanshawe Park Road West
In the Neighbourhoods Place Type located at 1640 Fanshawe Park Road West a building supply outlet, building or contracting establishment, home improvement and furnishing store, warehouse establishment, and manufacturing and assembly industries with related sales may be permitted in addition to the use permitted in the Place Type.

Map 7 – Specific Policy Areas, to the Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1790, 1828 & 1848 Blue Heron Drive, 1510 & 1568 Woodcock Street, 1605 Woodcock Place and 1640 Fanshawe Park Road West in the City of London, as indicated on “Schedule 1” Appendix F.

b) the Minister of Municipal Affairs and Housing BE ADVISED that Municipal Council declares that the schedules, above, under Sections 17(22) and 26 Review of The London Plan does not conflict with provincial plans, has regard to the matters of provincial interest, and is consistent with the Provincial Policy Statement;

c) the draft Land Needs Assessment (Community Growth) appended to the staff report dated June 11, 2024 as Appendix “B” BE RECEIVED and that Civic Administration be directed to undertake further consultation with the community and development industry, and during future meetings of the Housing Supply Reference Group, and that the Vacant Lands Inventory analysis be reviewed with respect to unresolved flood plain mapping issues with UTRCA;

d) notwithstanding the Council-approved corporate growth projections for 2021-2051, the 2023 Ministry of Finance population projections BE ENDORSED for use as the basis for the Land Needs Assessment of The London Plan and Urban Growth Boundary Review, subject to further consultation with the Housing

Supply Reference Group, the findings of the third-party economic consultant identified in clause e), below and review by Municipal Council at a future meeting of PEC; and,

e) the Civic Administration BE DIRECTED to engage a third - party economic consultant to undertake a housing supply marketplace analysis, including engagement with the Housing Supply Reference Group and a review of the Vacant Lands Inventory, and provide recommendations on the land supply required to meet Council's provincial housing supply pledge;

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

- a communication dated May 28, 2024 from J.M. Fleming, Principal, City Planning Solutions;
- the staff presentation;
- a revised by-law for Appendix "F";
- a communication from Deputy Mayor and Ward 2 Councillor S. Lewis and PEC Chair and Ward 8 Councillor S. Lehman;
- a communication dated June 5, 2024 from S. Stapleton, Vice President, Auburn Developments; and,
- a communication dated June 10, 2024 from P. Masschelein, Senior Vice President, Neighbourhood Developments, Sifton Properties Limited;

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

- M. Wallace, Executive Director, London Development Institute;
- S. Levin;
- R. Mino-Leahan, KLM Planning;
- A.M. Valastro;
- J.M. Fleming, Principal, City Planning Solutions;
- S. Stapleton, Auburn Developments;
- J. Kudelka, J2 Bouldering;
- P. Masschelein, Sifton Properties Limited;
- P. Norman, Altis Group; and,
- A. Shenouda, S.E.M. Construction;

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

- Municipal Council approval of Phase 1A of the Official Plan Review of The London Plan is consistent with the provisions of the Planning Act, section 26; and,
- the recommended changes of Industrial lands to other non-Industrial Place Types in the London Plan is consistent with the policies of the Provincial Policy Statement, 2020, and conforms with the policies of The London Plan.

8.4 11th Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 11th Report of the Corporate Services Committee BE APPROVED with the exception of item 5 (2.1)

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED Councillor P. Cuddy discloses a pecuniary interest in item 2.1 having to do with Declaring Surplus, City-owned Property - Part of Pine Street, by indicating that he has previously leased land to Sofina Foods Inc.

Motion Passed

2. (2.2) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 209)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Acting Director, Economic Services and Supports, on the advice of the Director, Realty Services, with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City owned industrial lands:

a) the proposed by-law as appended to the staff report dated June 17, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under Section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and Other Disposition of Land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City owned serviced industrial land as follows:

The current pricing levels of all City-owned industrial parks, established effective August 1, 2024, are as follows:
Innovation Park (Phases 1 to 4) and Huron Industrial Park (all phases):

- Lots up to 4.99 acres: price change from $225,000 per acre to $325,000 per acre
- 5.00 acres and up: price change from $200,000 per acre to $300,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:
- All lot sizes: price change from $200,000 per acre to $300,000 per acre

Pricing for serviced industrial land in Innovation Park Phase V:
- All lot sizes: price change from $300,000 to $400,000.00 per acre

Surcharges are as follows:
- Highway 401 Exposure – 15%
- Veteran's Memorial Parkway Exposure – 5%

b) the staff report dated June 17, 2024, entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED.

Motion Passed

3. (2.4) SS-2024-199 - Provincial Offences Administration Virtual Courtroom Expansion

Motion made by: H. McAlister

That on the recommendation of the City Clerk, the following actions be taken with respect to the Provincial Offences Administration Virtual Courtroom Expansion for Courtrooms 102 and 103:

a) approval BE GIVEN to execute a Single Source purchase as per section 14.4 d) and e) of the City of London’s Procurement of Goods and Services Policy;

b) the Single Source negotiated price BE ACCEPTED to secure the installation of audio and visual equipment required for the operation of virtual court as part of the Provincial Offences Administration virtual courtroom expansion for a total price of $141,393.48 (excluding HST) from Dynamix London Inc.;

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

d) the approvals given herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with sections 14.4 d) and e) and 14.5 a) ii) of the Procurement of Goods and Services Policy; and

e) the funding for this purchase BE APPROVED as set in the Sources of Financing Report appended to the staff report as Appendix “A”.

Motion Passed

4. (2.5) Appointment of Hearings Officers to Conduct Hearings Under Various City of London By-laws and to Serve on the Property Standards Committee (Relates to Bills No. 210 and 221)

Motion made by: H. McAlister

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of Hearings Officers to conduct Hearings under various City of London by-laws:

a) the proposed by-law as appended to the staff report dated June 17, 2024 as Appendix “A” being “A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended”, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024;

b) the proposed by-law as appended to the staff report dated June 17, 2024 as Appendix “B” to amend By-law No. CP-24 being “A by-law to provide standards for the maintenance and occupancy

of property and to repeal By-law CP-16” to repeal Schedule “A” and amend s.7.2, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024; and

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary for these appointments.

Motion Passed

6. (2.3) Standing Committee Meetings and Annual Meeting Calendar

Motion made by: H. McAlister

That, on the recommendation of the City Clerk, the attached revised annual meeting calendar for the period January 1, 2025 to December 31, 2025, as amended to provide for Corporate Services Committee meetings to be held on Mondays at 1:00 PM and Planning and Environment Committee to be held on Tuesdays at 1:00 PM, BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation;

it being noted that the Corporate Services Committee received a communication dated June 13, 2024 from C. Butler with respect to this matter.

Motion Passed

5. (2.1) Declare Surplus - City-Owned Property - Part of Pine Street

Motion made by: H. McAlister

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

a) the subject property being a portion of Pine Street, in the City of London, legally described as part of Pine Street on Registered 433 being Parts 1 and 2 on Plan 33R-21849, BE DECLARED SURPLUS; and

b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner in accordance with the City’s Sale and Other Disposition of Land Policy.

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

Recuse: (1): P. Cuddy

Absent: (1): E. Peloza

Motion Passed (13 to 0)

8.5 8th Report of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 8th Report of the Community and Protective Services Committee BE APPROVED with the exception of item 5 (2.4)

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

At 5:51 PM, His Worship Mayor J. Morgan, places Deputy Mayor S. Lewis in the Chair.
At 5:52 PM, His Worship Mayor J. Morgan resumes the Chair.

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) 2nd Report of the Accessibility Community Advisory Committee

   Motion made by: D. Ferreira

   That the 2nd Report of the Accessibility Community Advisory Committee, from the meeting held on May 23, 2024, BE RECEIVED.

Motion Passed

3. (2.2) Renovictions: Renovation License and Relocation By-law Changes

   Motion made by: D. Ferreira

   That, on the recommendation of the Deputy City Manager, Planning and Economic Development the proposed amendment to the Business Licensing by-law L.-131-16, as appended to the staff report dated June 10, 2024, for the purpose of requiring landlords to obtain a licence before requiring vacant possession to repair a under ss. 50(1)(c) of the Residential Tenancies Act, 2006, BE RECEIVED;

   it being noted that a future public participation meeting will be held July 15, 2024, to receive comments regarding the proposed by-law;

   it being further noted that a future by-law amendment will be brought forward to amend the Administrative Monetary Penalties By-law No. A-54 to introduce penalties and amounts to Schedule A-4 pertaining to the Business Licensing By-law L.-131-16 and this proposed new license category; and,

   it being also noted that a future by-law amendment will be brought forward to amend the Fees and Charges By-law No. A-59 to introduce fees and charges associated with this proposed licence category. (2024-C01)

Motion Passed

4. (2.3) Project Clean Slate – Grant Agreement with Youth Opportunities Unlimited (Relates to Bill No. 211)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2024, to:

a) approve the grant agreement between Youth Opportunities Unlimited and The Corporation of the City of London for the administration of Project Clean Slate (the “Agreement”); and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2024-F11A)

Motion Passed

6. (4.1) Councillor C. Rahman and Councillor D. Ferreira - CPKC Train Fire

Motion made by: D. Ferreira

That the following actions be taken with respect to the CPKC Train Fire:

a) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with key learning from the Sunday April 21, 2024 CPKC train fire including any updates to the Emergency Management notification protocol to address how the Members of Council and the public should be notified when a significant event takes place within the City; and,

b) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee meeting with respect to the invoices submitted for cost recovery (cost of trucks, staff time and fire suppression foam cost) related to the fire on Sunday April 21, 2024;

it being noted that CPKC has indicated to send the invoices for remittance;

it being further noted that the communication, dated June 2, 2024, from Councillors C. Rahman and D. Ferreira, with respect to this matter, was received. (2024-P16)

Motion Passed

5. (2.4) Housing Stability for All Plan 2023 Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, and with the concurrence of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated June 10, 2024, related to the Housing Stability for All Plan 2023 Update:

a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2023 Update to the Ontario Ministry of

Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA); and,

b) the Civic Administration BE DIRECTED to circulate this report to community and affected partners, agencies, and community groups including, but not limited to, Middlesex County, the London Homeless Coalition and on the City of London website. (2024-S11)

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

8.6 2nd Report of the Audit Committee

Motion made by: S. Stevenson

That the 2nd Report of the Audit Committee BE APPROVED.

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

Absent: (1): E. Peloza

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Stevenson

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) 2023 Financial Audit

Motion made by: S. Stevenson

That, the following actions be taken with respect to the 2023 Financial Audit:

a) the 2023 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2023, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

Motion Passed

3. (4.2) Briefing Note from Internal Audit - MNP

Motion made by: S. Stevenson

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

Motion Passed

4. (4.3) Emergency Management Program Review - MNP

Motion made by: S. Stevenson

That the Internal Audit dated May 29, 2024 regarding the Emergency Management Program Review BE APPROVED.

Motion Passed

5. (4.4) Internal Audit Follow Up Activities Dashboard - MNP

Motion made by: S. Stevenson

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

Motion Passed

At 6:00 PM Councillors A. Hopkins and S. Stevenson leave the meeting.

9. Added Reports

9.1 12th Report of Council in Closed Session

At 6:02 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.
At 6:03 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: H. McAlister

That the 12th Report of Council in Closed Session BE APPROVED.

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

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (12 to 0)

That clause 1 of the 12th Report of the Council, In Closed Session, read as follows:

CUPE 107 – Tentative Agreement

That, on the recommendation of the Deputy City Manager, Enterprise Supports with the concurrence of the Deputy City Manager, Finance Supports, the attached Memorandum of Agreement dated May 7, 2024, and Agreed to Items dated February 5, March 1 and April 3, 2024 concerning the 2024-2027 Collective Agreement for London Civic Employees Local Union No. 107 (Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress) (“CUPE Local 107”) BE RATIFIED.

That progress was made with respect to items 4.1 and 4.3 as noted on the public agenda, (6.1/11/SPPC) and (6.1/8/CPSC).

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

13. By-laws

Motion made by: P. Cuddy
Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No. 207 to Bill No. 233, including revised Bill No. 220 BE APPROVED and excluding Bill No.'s 219, 234, and 235

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

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (12 to 0)

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

That Second Reading of Bill No. 207 to Bill No. 233, including revised Bill No. 220 BE APPROVED and excluding Bill No.'s 219, 234, and 235

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

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (12 to 0)

Motion made by: C. Rahman
Seconded by: D. Ferreira

That Third Reading and Enactment of Bill No. 207 to Bill No. 233, including revised Bill No. 220 BE APPROVED and excluding Bill No.'s 219, 234, and 235

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

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (12 to 0)

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

That Introduction and First Reading of Bill No.'s 219, 234, and 235 BE APPROVED

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

Nays: (1): S. Trosow

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (11 to 1)

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

That Second Reading of Bill No.'s 219, 234, and 235 BE APPROVED

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

Nays: (1): S. Trosow

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (11 to 1)

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

That Third Reading and Enactment of Bill No.'s 219, 234, and 235 BE APPROVED

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

Nays: (1): S. Trosow

Absent: (3): S. Stevenson, A. Hopkins, and E. Peloza

Motion Passed (11 to 1)

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

Bill No. 207	By-law No. A.-8512-155 – A by-law to confirm the proceedings of the Council Meeting held on the 25th day of June, 2024. (City Clerk)
Bill No. 208	By-law No. A-59-24002 – A by-law to amend By-law A-59 being “A by-law to provide for Various Fees and Charges” to establish a new temporary fee for existing customers that can no longer haul recycling process residuals in walking floor transfer trailers to the W12A Landfill Site due to operational constraints. (2.8/9/CWC)
Bill No. 209	By-law No. A.-6151(an)-156 – A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting Attachment “B” to Schedule “A” – Sale and Other Disposition of land Policy of the By-law and by replacing it with a new Attachment “B” to Schedule “A” to amend the current pricing for all City owned industrial parks. (2.2/11/CSC)
Bill No. 210	By-law No. A.-8513-157 – A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”. (2.5a/11/CSC)
Bill No. 211	By-law No. A.-8514-158 – A by-law to approve a grant agreement for the administration of Project Clean Slate between Youth Opportunities Unlimited and The Corporation of the City of London and to authorize the Mayor and Clerk to execute same. (2.3/8/CPSC)
Bill No. 212	By-law No. A.-8515-159 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.1/11/SPPC)
Bill No. 213	By-law No. A.-8516-160 – A by-law to delegate to the Deputy City Manager, Social and Health Development the authority to approve and execute agreement(s) between The Corporation of the City of London and Indwell Community Homes for the provision of capital and operating funding. (4.3g/11/SPPC)
Bill No. 214	By-law No. B-7-24001 – A by-law to amend By-law No. B-7 being “A By-law to provide for construction, demolition, change of use, occupancy permits, transfer of permits and inspections” to repeal and replace Schedule “A”. (3.10/10/PEC)
Bill No. 215	By-law No. C.P.-1512(dh)-161 – A by-law to repeal by-law C.P.-1512(df)-138 (OPA 110), being a by-law to amend The Official Plan, The London Plan, for the City of London, 2016 relating to 530 Oxford Street West. (Director, Planning & Development)
Bill No. 216	By-law No. C.P.-1512(di)-162 – A by-law to amend The Official Plan, The London Plan for the City of London, 2016 relating to 530 Oxford Street West. (Director, Planning & Development)
Bill No. 217	By-law No. C.P.-1512(dj)-163 – A by-law to amend The Official Plan, The London Plan, for the City of London, 2016 relating to 1944 Bradley Avenue. (3.2a/10/PEC)

Bill No. 218	By-law No. C.P.-1512(dk)-164 – A by-law to amend The Official Plan, The London Plan for the City of London, relating to 735 Southdale Road West. (3.7a/10/PEC)
Bill No. 219	By-law No. C.P.-1512(dl)-165 – A by-law to amend The Official Plan, The London Plan for the City of London, relating to 323 Oxford Street West, 92 and 825 Proudfoot Lane. (3.8a/10/PEC)
Bill No. 220	By-law No. C.P.-1512(dm)-166 – A by-law to adopt Phase 1A of the Official Plan Review of The London Plan, consisting of Industrial Land Conversions to other non-Industrial Place Types of The Official Plan, The London Plan. (3.9/10/PEC)
Bill No. 221	By-law No. CP-24-24002 – A by-law to amend By-law No. CP-24, being “A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16” to repeal Schedule “A” and amend s.7.2. (2.5b/11/CSC)
Bill No. 222	By-law No. S.-6336-167 – A by-law to assume certain works and services in the City of London. (Hajjar Subdivision, Plan 33M-732) (Deputy City Manager, Environment & Infrastructure)
Bill No. 223	By-law No. S.-6337-168 – A by-law to assume certain works and services in the City of London. (Wickerson Hills Subdivision – Phase 1 Stage 1, Plan 33M-713) (Deputy City Manager, Environment & Infrastructure)
Bill No. 224	By-law No. S.-6338-169 – A by-law to assume certain works and services in the City of London. (Wickerson Hills Subdivision – Phase 2, Plan 33M-725) (Deputy City Manager, Environment & Infrastructure)
Bill No. 225	By-law No. W.-5702-170 – A by-law to authorize the Intersection – Hamilton – Gore (Roundabout) (Project TS1331) (2.3/8/CWC)
Bill No. 226	By-law No. W.-5664(a)-171 – A by-law to amend by-law No.W.-5664-113, entitled “A by-law to authorize the New Thames Valley Parkway (project PK212419)” (2.4/8/CWC)
Bill No. 227	By-law No. W.-5671(b)-172 – A by-law to amend by-law No.W.-5671-65, as amended, entitled “A by-law to authorize the Oxford Street West and Gideon Drive Intersection Improvements (Roundabout). (Project No. TS1332)” (2.4/8/CWC)
Bill No. 228	By-law No. W.-5703-173 – A by-law to authorize the Biosolids Processing Upgrades (project ES5022) (2.5/8/CWC)
Bill No. 229	By-law No. W.-5704-174 – A by-law to authorize the Wetland Restoration and SWM Treatment Enhancement (project ES3220) (2.7/8/CWC)
Bill No. 230	By-law No. W.-5705-175 – A by-law to authorize the Bradley Avenue Extension Jalna to Wharncliffe (project TS1523-2) (2.7/8/CWC)
Bill No. 231	By-law No. Z.-1-243222 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1944 Bradley Avenue. (3.2b/10/PEC)

Bill No. 232	By-law No. Z.-1-243223 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1806 Avalon Street. (3.3/10/PEC)
Bill No. 233	By-law No. Z.-1-243224 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 367 Springbank Drive. (3.5/10/PEC)
Bill No. 234	By-law No. Z.-1-243225 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 735 Southdale Road West (3.7b/10/PEC)
Bill No. 235	By-law No. Z.-1-243226 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 323 Oxford Street West, 92 and 825 Proudfoot Lane. (3.8b/10/PEC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 6:12 PM.

_____

Josh Morgan, Mayor

_____

Michael Schulthess, City Clerk

SCHEDULE A

May 7, 2024

MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

(the "Corporation")

AND

LONDON CIVIC EMPLOYEES LOCAL UNION NO. 107

(the "Union")

The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect 30 calendar days following ratification by both Parties, and that any benefit changes shall come into effect 30 days following ratification by both Parties unless otherwise indicated. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1. The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.

2. The Parties agree that the renewed Collective Agreement shall include the "Agreed to items" signed and dated February 5, March 1 and April 3, 2024 and the terms and conditions of the Previous Collective Agreement that expired December 31, 2023, except as amended, deleted from or added to by virtue of this Memorandum.

3. Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Union and the elected Council of The Corporation of the City of London.

Signed this 7 day of, May, 2024

For the Corporation:

For the Union:

ARTICLE 5 - UNION REPRESENTATION

5.8 Union Representation (NEW)

The Union shall be notified and shall attend meetings between an employee and the Employer regarding accommodations, investigations, discipline, and discharge.

ARTICLE 6 – SENIORITY

6.7 An employee permanently transferred or promoted to a position with the Corporation outside this Bargaining Unit shall retain seniority earned to the time of such transfer or promotion subject to the following limitations:

(a) While the employee remains in a position outside this Bargaining Unit such retained seniority shall have no application whatsoever.

(b) If the employee is subsequently returned by the Corporation to the Bargaining Unit **within one (1) calendar year**, seniority previously earned shall be restored and additional seniority shall begin to accrue.

(c) The vacation entitlement of a returned employee shall be reckoned with reference to the date of last hire and shall not be based on seniority.

(d) An employee returned by the Corporation to this Bargaining Unit **within one (1) calendar year** shall be placed in the position classification of labourer and no permanent employee shall be laid off as the result of this action.

ARTICLE 8 – STAFF CHANGES, ADDITIONS AND PROMOTIONS

8.3 (a) Any successful applicant ~~will~~ **shall** be placed in the permanent vacancy for a trial period consisting of a minimum of **two** (2) weeks and a maximum of **three** (3) months. If the employee proves unsatisfactory during the trial period, or is unable to perform the new duties, they ~~will~~ **shall** be returned to their former job at their former rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing and the Corporation in its discretion may appoint subsequent qualified applicants to the original bulletined position within **thirty** (30) calendar days following the return of the successful applicant to their previous position.

Where an employee makes a request in writing giving the reason for the request, to revert, during the trial period, to the employee's previous position, the employer shall grant that request if:

(i) the request is reasonable; and

(ii) there would be no significant impact on the operational requirements of the Corporation if the request is allowed.

An employee shall only be permitted to revert once from the same position. The date of the reversion will be in the discretion of the Employer within the trial period or longer if the Union and the Employer agree otherwise.

8.4 Progression Classifications

(a) Where a progression classification is indicated, progression of the senior incumbent in the progression classification to the higher classification ~~will~~ **shall** be automatic when a vacancy occurs and which the Employer intends to fill in the higher classification providing that the incumbent in the progression classification has acquired the necessary knowledge, skills and abilities, including any required licenses or certifications. The following job classes are identified as progression classifications:

- From Traffic Sign Maintenance Helper to Traffic Sign Maintenance Person
- From Assistant Greenskeeper to Greenskeeper
- ~~From Water Distribution Operator 2 to Leading Water Distribution Operator~~
- From Facility and Equipment Operator to Chief Operator
- From P.C.P Operations Helper to Shift Operator
- **From Water Distribution Operator 1 to Water Distribution Operator 2**

ARTICLE 9 – HOURS OF WORK

9.3 Where a shift employee works outside the normal work day or normal work week as described in Article 9.1 (a), such employee shall be paid a shift premium of $1.25 **(effective January 1, 2024, $1.50)** for each hour worked on the shift between Monday and Friday inclusive and $2.25 **(effective January 1, 2024, $2.50**) for each hour worked on the shift between midnight Friday and midnight Sunday.

ARTICLE 10 – OVERTIME AND SURPLUS TIME BANK

10.2 OVERTIME COMPENSATION - Where an employee is required to work any time outside their normal wor**kd**ay or shift hours or outside forty (40) hours in any one week, they shall be compensated for all such time actually worked as follows:
(...)

(e) The overtime, if any, standing to the credit of an employee ~~will~~ **shall** be paid as soon as reasonably possible upon the request of the employee.

Normally no more than forty (40) hours **(effective 30 days following ratification increase to forty-eight (48) hours)** of surplus time ~~will~~ **shall** be permitted to remain in the bank of any individual employee past the last pay period of the calendar year. Extenuating circumstances which result in the accumulation of additional hours past

the forty (40) hour **(effective 30 days following ratification forty-eight (48) hour)** threshold at year end ~~will~~ **shall** be considered a reasonable exception.

10.5 Where any employee covered by this Agreement is required to work ten (10) consecutive hours or more, they shall be entitled to a meal allowance of $16.00 **(effective January 1, 2025, $17.00)**. An additional meal allowance shall be paid for ensuing 4 hour periods of time.

ARTICLE 11 - CALL-IN AND STANDBY

11.1 Any employee called in to work in an emergency must be paid for not less than (3) hours for such work at the applicable overtime rate. Call out time shall be calculated to allow the employee (s) a maximum of **one-half (½)** hour travel to and **one-half (½)** hour return inclusive of the minimum three (3) hours.

A meal allowance of $16.00 **(effective January 1, 2025, $17.00)** will be paid if the call out time exceeds four (4) hours.

11.2 Standby crews shall be made up at the discretion of the **applicable Director**, ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ or their nominee on a rotating basis of employees in the work area or work group concerned. Each employee who is on standby crew shall be available to work upon being contacted by the Corporation either by telephone or by text, as chosen by the employee.

All Water Meter Servicer**s**~~/Repairers~~ and ~~Water Distribution Operator 2~~ **Water Operations Plumbers** shall be given equal opportunity to act as the Standby ~~Utility Person~~ **Meter Servicer**. **All Water Distribution Operator 2s and all Waterworks Inspectors shall be given equal opportunity to act as the Standby Distribution Operator**. **All Water Supply Operators shall be given equal opportunity to act as the Standby Water Supply Operator.** These employees shall be offered the opportunity on a rotating basis throughout the year without any preference given to one or the other classification at any time of the year.

ARTICLE 13 – VACATIONS

13.2 An employee on their anniversary date of seniority with,

(a) More than one (1) year but less than two (2) years of seniority shall be entitled to a vacation of two (2) weeks with pay for the previous **twelve (**12**)** months of service;

(b) Two (2) years or more than two (2) years, but less than eight (8) years of seniority, shall be entitled to a vacation of three (3) weeks with pay for the previous 12 months of service;

(c) Eight (8) years or more than (8) years but less than fifteen (15) years of seniority shall be entitled to a vacation of four (4) weeks with pay for the previous **twelve (**12**)** months of service;

(d) Fifteen (15) years or more than fifteen (15) but less than ~~twenty-four (24)~~ **twenty-two (22)** years of seniority shall be entitled to a vacation of five (5) weeks with pay for the previous **twelve (**12**)** months of service;

(e) ~~Twenty-four (24)~~ **Twenty-two (22) years** or more years of seniority shall be entitled to a vacation of **six** (6) weeks with pay for the previous **twelve (**12**)** months of service;

(f) Vacation entitlement earned ~~will~~ **shall** be afforded to employees in the pay period in which the employee's anniversary date of seniority occurs.

Effective with the 1999 vacation observance year, the schedule above shall apply to all employees except in those situations governed by Article 13.12.

NEW Article 13.13 as follows:

Employees who become hospitalized or who experience a medical emergency that requires immediate medical care during an approved vacation, may substitute such sick leave as they have owing to them and shall be granted alternative vacation days equivalent to the number of vacation days hospitalized or spent receiving medical care for the medical emergency (excluding non-scheduled work days) providing that:

(a) They were hospitalized in a recognized institution or received medical care for a medical emergency and verification of this is received by Management.

(b) The alternative days are taken at a time mutually convenient to the employee and Management.

ARTICLE 14 - HOSPITAL, HEALTH, DENTAL, GROUP INSURANCE, SICK LEAVE, PENSIONS

14.5 **Sick Leave and Retirement Gratuity Benefits – Excluding Former P.U.C. Employees**

(d) An employee who is absent because of sickness for five (5) days or more shall, on request, provide the Director or designate of their Division with a certificate from a qualified physician **or Nurse Practitioner** certifying as to their inability to return to work and subsequently as management may require.

14.13 **Group Hospital, Health, Dental and Life Insurance Plans**

(a) ~~Effective December 1, 2001~~ **T**he benefit plan for all permanent, CUPE 107 employees including transferred P.U.C. employees, Former County of Middlesex employees and Former Town of Westminster employees **and including their dependents where the insurance plan provides for dependent coverage, ~~will~~ shall** be as outlined in this

article 14.13. The Insurance Carrier ~~will~~ **shall** be determined by the employer in consultation with the Union. **Should the Corporation change insurers, it shall provide at least sixty (60) calendar days of notice to the Union before making such a change and shall provide a true copy of the new policy or policies as soon as practical.**

Effective June 14, 2006, there ~~will~~ **shall** be no deductibles for benefits listed in Article 14.13.

[...]

(g) The Corporation ~~will~~ **shall** pay 100% of the health plan premiums for:

i. A semi private hospital plan

ii. A drug plan that provides for:

- generic substituting except upon express instruction of a physician **(effective January 1, 2025, mandatory generic substituting (unless expressly approved by the insurer through an exception process or through the process set out in Appendix "C"))**
- a maximum prescription dispensing fee of ~~$10.00 ($12.00 effective January 1, 2021)~~ **$12.00** or the ODP dispensing fee, whichever is greater**; and**
- **effective January 1, 2025, a voluntary specialty drug program**
- **effective January 1, 2025, may be subject to the terms and conditions of the insurer's DrugWatch program, or such other similar program provided by the applicable insurer provided the insurer maintains equal or better coverage.**

Employees applying for an exemption to mandatory drug substitution or participating in the voluntary speciality drug program, in accordance with the insurer's process, and Article 14 of the Collective Agreement shall bear any cost associated with such application save and except that the Corporation shall reimburse such Employees for the physician's fees incurred for completing any required forms and provided the Employee provides a written invoice verifying the cost and amount paid by the Employee.

iii. Vision Care benefit of three hundred and fifty dollars ($350.00) **(effective 30 days following ratification four hundred dollars ($400.00)** per twenty-four (24) consecutive months with a twelve (12) consecutive month prescription change rider plus loss or breakage replacement up to the maximum dollar amount**. The Vision Care Plan benefit of three hundred and fifty dollars ($350.00) (effective 30 days following ratification four hundred dollars ($400.00)) per twenty-four (24) consecutive months inclusive of elective laser vision correction procedures. Employees shall pay fifty percent (50%) of the premium of such plan; 5/12th portion of employment insurance premium reduction rebate for employees (respecting wage loss programs) shall be paid to the employer and shall be deemed to cover the cost of this benefit, whether same is actually more or less than the rebate.**

iv. a Deluxe Travel Plan

v. Dependent Coverage for unmarried, unemployed dependent children over twenty-one **(21)** but under twenty-five **(25)** years of age in full-time attendance at a school, college or university

vi. Paramedical Services for the following:

- Chiropodist
- Chiropractor
- Osteopath
- Naturopath
- Podiatrist
- Physiotherapist
- Registered ~~Masseur~~ **Massage Therapist**
- **Registered Social Worker**
- **Psychoanalyst**
- **Psychotherapist**
- **Marriage and/or Family Therapist**
- **Clinical Therapist**
- Clinical Psychologist
- Speech Pathologist
- **effective January 1, 2025, Behavioural Analyst**

Combined total maximum amount allowed for all paramedical services is ~~$1,500.00~~ $1,600.00 per year **(effective 30 days following ratification one thousand , seven hundred and fifty dollars ($1,750.00); effective January 1, 2026, two thousand dollars ($2000.00))**. ~~$1,600.00 per year effective January 1, 2023)~~. **No requirement to provide a physician's note to obtain the massage therapy benefit outlined above.**

vii. Hearing Aid Plan, $2,000.00 every 36 months

[...]

(j) An eye exam once every twenty-four (24) consecutive months up to a maximum amount of **eighty dollars** ($80.00) per exam for employees only ~~effective January 1, 2007~~. **Effective 30 days following ratification, an eye exam once every twenty-four (24) consecutive months up to a maximum amount of one hundred dollars ($100) per exam for employees only and their dependents.**

ARTICLE 15 - REMUNERATION

15.3 An employee required to perform the duties of a higher rated position and/or classification shall be paid at the top rate for the position or classification so occupied.

Members of the Bargaining Unit acting as Supervisors shall continue to remain entitled to the terms of the Collective Agreement provided that employees so appointed shall not be authorized to administer any disciplinary action to Bargaining Unit employees while temporarily occupying such positions. Employees temporarily assigned as Acting

Supervisors ~~will~~ **shall** be paid one hundred and two point eight percent (102.8%) of the **twelve (**12**)** month/job rate for the job classification level ~~15~~ **16** as set out in Schedule A. No employee ~~will~~ **shall** be appointed **as** an Acting Supervisor for longer than ~~five consecutive~~ **one hundred and thirty (130) working days** ~~months at a time~~ **per calendar year unless otherwise agreed to by the parties. The Corporation shall advise the Union in writing by the 15th of each month of the name(s) and date(s) of the appointment of all members of the Bargaining Unit temporarily acting as Supervisor(s) in the previous month.**

Not to form part of the Collective Agreement

For the calendar year of 2024 the parties agree to implement the above as follows:

- **effective July 1, 2024 and for the calendar year of 2024 only - no employee shall be appointed as an Acting Supervisor for longer than 65 working days**
- **the notice to the Union will commence in August 2024 in accordance with Article 15.3**
- **commencing January 1, 2025 and each year there after – the one hundred and thirty (130) working days outlined in Article 15.3 will be in effect**

20.2 Clothing and Footwear Allowance

(a) All permanent employees ~~will~~ **shall** receive a clothing and footwear allowance of ~~$560 ($600, effective January 1, 2021; $700, effective January 1, 2023)~~ **$700** except as noted in clause (d), and clause (e);

[...]

(c) The Corporation shall continue to provide wet weather gear and safety items set out per Article 20.1. **The Corporation shall use its best efforts to ensure that proper fitting wet weather gear and safety items are available for employees.**

(d) The Corporation ~~will~~ **shall** continue to provide coveralls, ~~and~~ cleaning facilities **or cleaning services**, for Fleet and Wastewater Treatment Operations ~~staff~~ **employees**. Employees in these positions ~~will~~ **shall** receive an annual clothing allowance of $650. ~~510 ($550 effective January 1, 2021, $650 effective January 1, 2023)~~

(e) The Corporation ~~will~~ **shall** provide two pairs of safety boots per year to permanent employees requiring special fit boots, as specified by medical certificate. These employees ~~will~~ **shall** receive a clothing allowance of **$450.** ~~$315.00 ($355 effective January 1, 2021, $450 effective January 1, 2023)~~**;**

[...]

20.3 TOOL ALLOWANCE - To those permanent employees in classifications designated by management to supply their own tools as a condition of employment for the adequate

performance of their position, the Corporation shall pay an annual allowance as follows:

Group 1 - Motor Vehicle Mechanic and **Journeyperson Industrial** Maintenance Mechanic **(Millwright), Small Engine Mechanic, $650**

~~$550 effective January 1, 2020~~
~~$600 effective January 1, 2022~~
~~$650 effective January 1, 2023~~

Group II- Water Supply Operator, Journeyperson General Carpenter, Master Electrician, Master Plumber~~ & Steam and Gas Fitter~~, ~~General Concrete Worker,~~ HVAC Technician, Refrigeration Mechanic, Steam fitter, Industrial Electrician, Instrumentation Technologist, **Facility Servicer, $450.**

~~$350 effective January 1, 2020~~
~~$400 effective January 1, 2022~~
~~$450 effective January 1, 2023~~

Apprentices ~~will~~ **shall** receive the same tool allowance as the certified trade the apprentice is registered in, per the schedule above.

For new permanent employees hired during the calendar year, the annual applicable tool allowance shall be pro-rated on a monthly basis commencing the month after the hire date.

20.5 The Employer ~~will~~ **shall** reimburse every employee who is required to maintain an AZ or DZ ~~license~~ **licence** to a maximum of one hundred and twenty-five dollars ($125.00) **(effective 30 days following ratification, one hundred and fifty dollars ($150.00))** to cover the costs of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee ~~will~~ **shall** be required to produce evidence of payment.

ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS AND LIMITS ON UNION TIME OFF WITH PAY

21.1 Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than **four** (4) employees who are elected or appointed to represent the Union at conference or convention.

Effective 30 days following ratification, replace the above paragraph with the following:

Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than five (5) employees or as otherwise approved by the Director, People Services or designate, who are elected or appointed to represent the Union at conference or convention.

ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

22.4 In the case of death in the immediate family of an employee, namely, spouse, child, mother, father, sister, brother, step-child, step-mother, step-father, grandchild or legal ward or guardian, an employee shall be permitted to be absent for **five** (5) working days with pay; in the case of death of mother-in-law, father-in-law, grandmother, grandfather, step-brother, step-sister, to an employee shall be permitted to be absent **two** (2) working days with pay, including the day of the funeral; for a relationship beyond that, such as uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work **one** (1) day with pay for the purpose of attending the funeral and/or the memorial service of such relative. In the event of a bereavement of one of the relatives named above, the Director may increase the paid leave for up to two **(2)** days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time is deemed necessary and reasonable.

Upon ratification, replace the above paragraph with the following:

22.4 Bereavement Leave

- **In the case of death in the immediate family of an employee, namely, spouse, child, mother, father, sister, brother, step-child, step-mother, step-father, step-brother, step-sister, grandchild, or legal ward, or guardian, an employee shall be permitted to be absent for five (5) working days with pay;**
- **in the case of death of mother-in-law, father-in-law, grandmother, or grandfather to an employee shall be permitted to be absent two (2) working days with pay, including the day of the funeral; and**
- **for a relationship beyond that, such as uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work one (1) day with pay for the purpose of attending the funeral and/or the memorial service of such relative.**

In the event of a bereavement of one of the relatives named above, the Director may increase the paid leave for up to two (2) days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time is deemed necessary and reasonable.

ARTICLE 23 - TEMPORARY EMPLOYEES

23.1

(a) The Corporation may hire personnel on a temporary basis for not more than **twenty-six** (26)-consecutive weeks for special projects, or to cover leave of absence, or during periods of heavy work load, or in the case of illness of an employee in the Bargaining Unit, or for vacation relief, or, in the cases of emergency. The temporary period of employment

aforementioned shall not be considered interrupted by lay-off of less than **one** (1) working day.

Effective thirty (30) days following ratification, notwithstanding the foregoing, a maximum of four (4) employees in Parks Operations may be hired on a temporary basis for not more than thirty (30) consecutive weeks. The temporary period of employment aforementioned shall not be considered interrupted by lay-off of less than one (1) working day.

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be for a term commencing on the 1st day of January, **2024**, and ending the 31st day of December, **2027**, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in Writing.

SCHEDULE "A" - WAGE SCHEDULE

Add Level 16 to Schedule "A"

Parties to insert wage rates based on negotiated increases using the following base rates (based on estimated 2023 rates if there was a Level 16)

Start rate: $37.90
6 months: $40.27
12 months: $42.14

All employees currently in a position that previously rated at a minimum of 485 points or higher as a result of a Joint Job Evaluation Committee decision shall receive the Level 16 wage rate effective the date of ratification.

Class Code	Position Title		Start Rate	6 Month Rate/Job Rate	12 Month Rate/Job Rate
W16XX	Leading Water Distribution Operator	1-Jan-24			
W16XX	Instrumentation Technologist	1-Jan-25			
		1-Jan-26			
		1-Jan-27			

W0120	Temporary Labourer	1-Jan-20	$16.54		
		1-Jan-21	$16.85		
		1-Jan-22	$17.16		
		1-Jan-23	$17.50		
W0220	Temporary Golf Course Maintainers I	1-Jan-20	$16.71		

		1-Jan-21	$17.02		
		1-Jan-22	$17.33		
		1-Jan-23	$17.68		
***W06XX**	**Temporary Golf Course Maintainers II**		**		
			**		
			**		
			**		

***new temporary classification effective 30 days following ratification**
****** **Parties to insert the wage rate for each applicable year based on negotiated increases using the base rate of $23.42 (2023 start rate for Class Code 6)**

Amend the Job Evaluation Terms of Reference Manual, CUPE Local 107 and The Corporation of the City of London as follows:

Minimum Points	Maximum Points	Classification
485	502	16

May 7, 2024

NEW Appendix C

Re: Mandatory Generic Drug Substitution - Article 14

The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution in Article 14:

The parties agree to grandparent any employee or their dependent who:

- was prescribed and using a brand name drug within nine (9) months of the [insert date of ratification]; or
- has a chronic illness/condition or episodic illness/condition diagnosed prior to [the date of ratification] for which there is a demonstrated pattern of use of the brand name drug.

The above employees or their dependents shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the employee or their dependent is no longer prescribed the drug.

Employees or their dependents who meet these criteria and wish to continue coverage of the brand name drug must comply with the process as provided by the insurer. This process shall include proof of payment from the pharmacy verifying the cost and amount paid within **one hundred and twenty (**120**)** days of ratification. If proof of payment and any other requirements are not submitted within **one hundred and twenty (**120**)** days of ratification the Mandatory Generic drug substitution will apply for all brand name drugs continuously prescribed prior to the date of ratification in accordance with Article 14.

This Appendix shall expire and no longer form part of the collective agreement on the date that no employee or their dependent is provided a brand name drug in accordance with the process set out above.

Schedule "A" the following wage increases:

- January 1, 2024 – 3.5%
- January 1, 2025 – 3%
- January 1, 2026 – 3%
- January 1, 2027 – 2.7%

Amend LOU 2020-05: SUBJECT: Rest Periods/Overtime

- Renew with the following amendments:

This letter of understanding applies to former local 4 employees ~~only~~ **and employees in the classifications of Water Distribution Operator 1, Water Distribution Operator 2, Leading Water Distribution Operator, and Water Supply Operator.**

Amend *the following Letter of Understanding as follows:*

Letter of Understanding: 2020-10
Original date Signed: February 7, 2014

SUBJECT: Golf Course Operations

Each municipally owned and operated golf property (operating at least one golf course), ~~will~~ **shall** have a Greenskeeper.

A total maximum of two (2) Assistant Greenskeepers ~~will~~ **shall** be used to service all municipally owned and operated golf properties.

Also, the parties agree that ~~Temporary Golf Course Maintainers~~ **Temporary Golf Course Maintainers II and Temporary Golf Course Maintainers I** may be hired by the Corporation for the golf season each year and they ~~will~~ **shall** be paid in accordance with Schedule "A".

For any annual golf season, ~~Temporary Golf Course Maintainers~~ **Temporary Golf Course Maintainers II and Temporary Golf Course Maintainers I** may work for a maximum consecutive term of March 1 to the next following December 1.

- **Amend and Renew LOU - 2020-13** - TERMS OF DEDICATED PRESIDENCY FOR LOCAL 107 as follows:

  Amend paragraph 2 to "The President shall be paid at the wage rate that is two wage levels above the wage level of their position per Schedule "A" of the collective Agreement to a maximum of a wage Level ~~15~~ **16"**

- **Delete**: 2020-14: Request to Revert to Employee's Previous Position

- **Delete:** LOU: 2020-20, SUBJECT: Rate of Pay for Acting Supervisors Performing Duties of Supervisor III, Water Supply Operators

NEW LOU – Water Operations

SUBJECT: Water Operations – Job Postings: Water Distribution Operator 1, Water Distribution Operator 2, Waterworks Inspector, Leading Water Distribution Operator and Water Supply Operator

The parties agree for job postings in the classifications of Water Distribution Operator 1, Water Distribution Operator 2, Waterworks Inspector, Leading Water Distribution Operator, and Water Supply Operator where there is no internal applicant who possesses the required certificate(s)/qualifications for the job in accordance with Article 8.1 and/or Article 8.4 Progression Classifications the process outlined below shall apply.

1. The Corporation shall consider an internal applicant who does not possess the required certificate, on the condition that the employee be required to obtain the required certificate within a reasonable period, in addition to any other reasonable conditions relating to the job

qualifications determined by the Corporation including but not limited to obtaining a DZ licence or completion of specified courses.

2. The specific conditions in paragraph 1 above will be prescribed in an offer of employment letter which will be copied to the Union and must be signed by the employee prior to commencement of the new job. Failure to meet the conditions set out in the offer of employment letter within the specified period, will result in the employee being reverted to their former job at their former rate of pay.

3. In filling vacancies and new positions under paragraph 1 above, the Corporation shall follow the applicable process outlined below.

For Water Distribution Operator 1, preference shall be given to the internal applicants in the following order (for clarity, internal applicants will be assessed first based on the criteria set out in Step 1, if there is no internal applicant that meets the Step 1 criteria, then assessment of the internal applicants will move to Step 2, if there is no internal applicant that meets the Step 2 criteria the assessment of the internal applicants will move to Step 3, following the same process as applicable until completion of Step 4).

STEP 1

- passed the Class 1 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If there is no internal applicant that meets the above criteria, then,

STEP 2

- possession of both a Water Distribution Operator In Training (OIT) certificate and a Certificate of Achievement for successful completion of Ontario's Entry-Level Course (ELC) for Drinking Water Operators evidenced by written documentation or confirmation that they have written the examination and are waiting for the results.

If no internal applicant with both OIT and ELC, then,

STEP 3

- possess an OIT or ELC certificate evidenced by written documentation or confirmation that they have written the examination and are waiting for the results

If no internal applicant possesses an OIT or ELC, then

STEP 4

- possess a DZ licence

In any one of the steps above, if more than one internal applicant possesses the required criteria then the senior most internal applicant shall be selected. If there are no internal applicants after completion of Step 4, the vacancy may be filled by an external applicant.

For Water Distribution Operator 2, preference shall be given to the internal applicant as follows:

- possession of a Class 1 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 1 Water Distribution Certificate; and
- passed the Class 2 Water Distribution examination evidenced by written documentation showing the applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If more than one internal applicant possesses the above required criteria then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For the Waterworks Inspector, preference shall be given to the internal applicant as follows:

- possession of a Class 2 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 2 Water Distribution Certificate;

If more than one internal applicant possesses the above required criteria then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For Leading Water Distribution Operator, preference shall be given to the internal applicant in the following order:

- possession of a Class 2 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 2 Water Distribution Certificate;
- passed the Class 3 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results; and
- possess at least two (2) years of water distribution operating experience as an Operator in Charge ("OIC").

If more than one internal applicant possesses the above required criteria, then the senior most internal applicant shall be selected. If there are no internal applicants who possess the above criteria, the vacancy may be filled by an external applicant.

For the Water Supply Operator, preference shall be given to the internal applicant in the following order (for clarity, internal applicants will be assessed first based on the criteria set out in Step 1, if there is no internal applicant that meets the Step 1 criteria, then assessment of the internal applicants shall move to Step 2, if there is no internal applicant that meets the Step 2 criteria the assessment of the internal applicants shall move to Step 3, following the same process as applicable until completion of Step 4).

STEP 1

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position

- possession of a Class 3 Water Distribution Certificate in good standing and a Class 1 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- passed the Class 2 Water Treatment examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If no internal applicant meets the above criteria, then

STEP 2

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 3 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- possession of a Class 1 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew their Class 1 Water Treatment Certificate;

If no internal applicant meets the above criteria, then

STEP 3

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 3 Water Distribution Certificate in good standing evidenced by written documentation and sufficient operating experience to renew this certificate; and
- passed the Class 1 Water Treatment examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

If no internal applicant meets the above criteria, then

STEP 4

- 2-year post-secondary diploma in environmental sciences or another field relevant to the duties of the position
- possession of a Class 2 Water Distribution Certificate in good standing and a Class 2 Water Treatment Certificate in good standing evidenced by written documentation and sufficient operating experience to renew these certificates; and
- passed the Class 3 Water Distribution examination evidenced by written documentation showing the internal applicant has passed the examination or confirmation that they have written the examination and are waiting for the results.

In any one of the steps above, if more than one internal applicant possesses the required criteria then the senior most internal applicant shall be selected. If there are no internal applicants after completion of Step 4 the vacancy may be filled by an external applicant.

4. The foregoing process shall be applied in respect of filling non-permanent vacancies for a period of (2) working days (which may include overtime) or more in the positions of Lead

Water Distribution Operator and Water Inspector under article 15.4 of the collective agreement, subject to the following:

- for non-permanent vacancies as described above in the position of Leading Water Distribution Operator, opportunities will be offered on a rotating basis to the six most senior employees in the Water Distribution Operator 2 classification who have at least 2 years of experience as a Water Distribution Operator 2 and meet the criteria in paragraph 3 above for Leading Water Distribution Operator, save and except they will not be required to have minimum 2 years OIC experience
- for non-permanent vacancies as described above in the position of Water Inspector, opportunities will be offered on a rotating basis to the six (6) most senior employees in the Water Distribution Operator 2 classification who meet the criteria in paragraph 3 above for Water Inspectors

5. For any of the criteria listed above, the employee must provide the written evidence and/or demonstrate they possess the qualification or confirmation that they have written the examination and are waiting for the results at the time of the closing date for the job posting. In these circumstances, the Corporation may request that the period to award any position(s) from the applicable job posting may be extended beyond the time outlined in Article 8.1(a) until such time as the results are received and the Union shall not unreasonably withhold such consent. For clarity, an employee who has written an examination but cannot provide written confirmation they have passed the exam prior to the closing date for the job posting or prior to the end of any agreed upon extension of the period to award the position will not be awarded the position.

6. The Corporation shall conduct information sessions as follows:

- Four (4) times a year for interested employees in positions within Water Operations to provide information and guidance in the following general areas:
    - the process to obtain and maintain water distribution and/or water treatment certificates beyond those which they currently hold;
    - the above process related to job postings; and
    - to address any employee questions

- Four (4) times a year for interested employees outside Water Operations to provide information and guidance in the following general areas:
    - Operator in Training Certificate;
    - Ontario's Entry-Level Course for Drinking Water Operators;
    - The process for obtaining and maintaining water distribution and/or water treatment certificates;
    - The above process related to job postings; and
    - To address any employee questions.

7. The Corporation shall post annually by the end of January in each year, a notice to advise employees of the process to express an interest in opportunities to write examinations for water distribution certificates for that calendar year. The notice will set out at minimum:
    - the requirements to be eligible to write the applicable examination;
    - that the employee must have the applicable level water distribution and/or water treatment certificate, in good standing;
    - instruction on how to submit the expression of interest; and
    - the deadline by which the expression of interest must be submitted.

The Corporation shall consider the expressions of interests received and opportunities shall be provided to eligible employees based on seniority. The Corporation may at its discretion post additional notices as described above in the same calendar year provided the minimum information as set out above is included.

- Renew all other letters of understanding

NEW: LETTER OF COMMITMENT

SUBJECT: Sanitation Operations

At the beginning of 2024, the Corporation of the City of London implemented a new Green Bin program, moved to bi-weekly garbage pickup for the majority of the year, introduced a separate collection system for large bulky waste and redefined the collection zones compared to the previous collection system (6 zones moved to 5 zones). These new initiatives have changed how the majority of Sanitation Operations works. Both parties wish to discuss this program within the context of the entirety of sanitation operations after it has been in effect for a year. Accordingly, the parties agree that they shall meet at a mutually agreeable time in January 2025 for these discussions.

NEW LETTER OF COMMITMENT

Whereas the Seasonal Asphalt Raker and Seasonal Concrete Finisher bulletins are currently under review before the CUPE 107 Joint Job Evaluation Committee (the "JJEC");

AND Whereas the Corporation has committed to bringing forward to the JJEC the Seasonal Tile Setter;

AND Whereas the Corporation has committed to considering a plan to create full time bulletins for the Asphalt Raker and Concrete Finisher while considering amalgamating and/or combining other work that the new full-time bulletin may perform;

AND Whereas the parties wish to confirm the commitment going forward regarding the work of these seasonal bulletins;

Now therefore the parties confirm their commitment as follows:

1. The Corporation will continue with its plan to consider creating a full-time bulletin for the

Asphalt Raker and Concrete Finisher.

2. The Corporation will continue with its plan to bring forward the seasonal Tile Setter to JJEC with the understanding that the Seasonal Tile Setter bulletin will be discontinued, and the work added to the new full-time bulletin for Concrete Finisher.
3. The Union commits that it will not unreasonably withhold its agreement in accordance with Article 8.1(c) as may be necessary.
4. Nothing in this Letter of Commitment shall be construed as a representation by the Corporation of what additional job duties may be included in the full-time bulletin of Asphalt Raker and/or Concrete Finisher and/or the job title for either of these full-time bulletins.

NEW LOU re: Motor Vehicle Mechanic

Whereas the Corporation has posted several vacancies within the classification of Motor Vehicle Mechanic (310S and 310T Technician);

And Whereas the job requires a valid Certificate of Qualification from the Ministry of Labour, Immigration, Training and Skills Development (or as amended/renamed from time to time) as a 310T (Truck and Coach Technician) and 310S (Automotive Technician) as well as completion of both the 310T (Truck and Coach) and the 310S (Automotive) Technician Apprenticeship Programs at a certified community college or trade school;

And Whereas the Corporation has not been successful in filling the posted vacancies mainly because of the lack of candidates that have both the 310T and 310S qualifications;

And Whereas individuals who hold the 310T qualifications can obtain the 310S Certificate of Qualification and Apprenticeship Program with the assistance of the Corporation. The Corporation will fulfil the requirements of the Sponsor as per the Apprentice Training Agreement defined by the Ministry of Labour, Immigration, Training and Skills Development;

And Whereas the Corporation desires to hire potential applicants who have 310T qualifications, on the condition that they expediently obtain the 310S qualifications;

NOW THERFORE the parties hereby agree to the following terms on a without prejudice or precedent basis:

1. The Union agrees to extend the probationary period in Article 6.2 to a period of up to three (3) years from the date of hire for any employee hired in accordance with this Agreement (the "Agreement"). During the extended probationary period these employees will be required to obtain their 310S qualifications (Certificate of Qualification and Apprenticeship Program). The probationary period shall end the earlier of the date the 310S qualifications (Certificate of Qualification and Apprenticeship) are successfully obtained or three (3) years from the date of hire.

2. The parties agree that employees hired in accordance with the Agreement shall be compensated in accordance with Schedule "A" of the Collective Agreement with the exception that once they have completed twelve (12) months of service, they shall be compensated in accordance with the Apprenticeship Program outlined in the Collective

Agreement.

3. For clarity, the parties agree that employees hired in accordance with the Agreement shall be considered to be in the "2nd Period (Intermediate)" period and compensated at 90% of the one (1) year rate of the Motor Vehicle Mechanic position once they have completed twelve (12) months of service. Upon successful completion of the 310S qualifications as described in paragraph 1 above, and the minimum six (6) month and one (1) year service time described in Schedule "A", employees hired under the Agreement shall be paid at the twelve (12) month/job rate of the Motor Vehicle Mechanic as set out in Schedule "A".

4. The parties agree that should employees hired in accordance with the Agreement be unable to obtain their 310S qualifications within the extended probationary period, the employees will relinquish the bulletined Motor Vehicle Mechanic's position they hold and be placed in a non-bulletined Garage Servicer/ Truck Washer (W0630) position. Should the employee leave the Garage Servicer/ Truck Washer position, it will not be backfilled as a permanent vacancy:

    a. When an employee is placed in a position carrying a lower rate, their existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, their hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression shall proceed until the reduced wage rate and the wage rate of their new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.

5. In extenuating circumstances, and if both parties agree in writing, the probationary period may be further extended.

6. The parties agree that Management reserves all rights under the Collective Agreement to modify and amend the job description of Motor Vehicle Mechanic and nothing in the Agreement amends or alters these rights.

7. The Corporation agrees that Fleet Services shall maintain six (6) day shift positions at a minimum. Fleet Services shall offer these day shift positions using an expression of interest process and selection based on seniority.

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

1. Further to the Notice provided by the Corporation regarding Winter Operations, and for the term of this Collective Agreement (January 1, 2024 to December 31, 2027), the Corporation will not schedule more than 4 employees working as Equipment Operator 2s and 2 employees working as Labourers to a night shift, Monday to Friday (9 p.m. to 5 a.m.). For clarity:

- the 4 employees working as Equipment Operator 2s and the 2 employees working as Labourers are in addition to the number of Equipment operator 2s assigned (or to be assigned) to existing winter shifts as set out in the document titled "2023/2024 Sander Shift - City Forces" as of February 12, 2024
- Monday night shift starts at 9 p.m. on the Sunday

2. Further to the Notice provided by the Corporation regarding vacation carryover – the parties agree to meet within 90 calendar days following ratification to come to an agreement regarding how employees who are carrying over more than 60% of their vacation entitlement from the 2023 vacation year to the 2024 vacation year will reduce their carryover to 50% of their current vacation entitlement by the 2027 vacation year.

SCHEDULE B

LOCAL 107 AND THE CITY OF LONDON

Submitted February 5, 2024 at 10 AM

AGREED TO ITEMS
February 5, 2024

ARTICLE 2 - UNION SECURITY AND CHECKOFF

2.1 All present employees shall become or remain, as the case may be, members of the Union; and all persons who may hereafter become employees covered by this Agreement shall become members ~~after 90 calendar days~~ **on commencement** of employment and shall maintain such membership, all as a condition of continuing employment.

ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES

4.1 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through petty grievances but will carry on with their work while any grievance is being investigated. ~~Department Heads~~ **Management** ~~will~~ **shall** not discriminate against any employee who has requested investigation into an alleged grievance, and all Parties hereto ~~will~~ **shall** at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

ARTICLE 5 - UNION REPRESENTATION

5.1 [...]
RETURN TO WORK COMMITTEE consisting of three **(3)** members of the Union and up to three **(3)** members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work, **and consider accommodation plans as applicable. The parties shall have one (1) alternate member each but in no case shall more than three (3) members of the Union or three (3) members of the Corporation attend meetings.**
[...]

~~5.1~~ **5.1** Subject to Article 5.2 and 5.3(a) and (b), the Corporation ~~will~~ shall recognize the following Committees of employees for the respective purposes shown:

THE BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this Agreement and its renewal.

THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees from the Bargaining Unit by making recommendations which ~~will~~ shall create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.

JOINT JOB EVALUATION COMMITTEE consisting of not more than four (4) employees and not more than four (4) representatives of the Corporation to the intent that there shall be equal representation on this Committee.

THE GRIEVANCE COMMITTEE consisting of three (3) employees appointed for the purpose of dealing with Employee or Policy or Group Grievances.

THE SAFETY COMMITTEE shall be constituted in accordance with the Occupational Health and Safety Act, as amended from time to time or current practice as accepted by the Ministry of Labour.

CONTRACTING OUT COMMITTEE consisting of four (4) members of Union and up to four (4) members of Management for the purpose of exchanging information and views on contracting out.

RETURN TO WORK COMMITTEE consisting of three **(3)** members of the Union and up to three **(3)** members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work**, and consider accommodation plans as applicable. The parties shall have one (1) alternate member each but in no case shall more than three (3) members of the Union or three (3) members of the Corporation attend meetings.**

EMPLOYEE DEVELOPMENT COMMITTEE consisting of two **(2)** members of the Union and two **(2)** members of Management for the purpose of addressing issues relating to employee training and development.

5.2 The Corporation will not be required to recognize or deal with employees on any of the Committees in Articles ~~5.1~~ 5.1 unless those employees have acquired seniority under Article 6 and the Union has notified the Director, People Services in writing of the names of such employees and the Committees of which they are members from time to time. The Union will also notify the Director, People Services in writing on an annual basis or as changes occur, of the names of the Executive and Stewards of the Union. **The Corporation shall notify the Union in writing on an annual basis or as changes occur, the names of the members of Management for the applicable committees outlined in Article 5.1.**

5.9 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees whom it may require in dealing or negotiating with the Corporation.

ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS

7.4 The Parties agree to meet ~~quarterly~~ **monthly** on the ~~second Thursday~~ **last Tuesday** of ~~each new quarter~~ **the month** or more often as required.

ARTICLE 9 - HOURS OF WORK

9.1

...

NEW

(d) Employees shall be entitled to a fifteen (15) minute paid break period in each half of each normal work day or shift as the case may be.

ARTICLE 10 – OVERTIME AND SURPLUS TIME BANK

10.1(b)

...

(ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Wastewater Treatment Operations, Solid Waste Collection, ~~and~~ Solid Waste Disposal, and **Downtown Operations.** Work areas may be amended by the Corporation from time to time.)

ARTICLE 11 – CALL-IN AND STANDBY

11.4

(ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Wastewater Treatment Operations, Solid Waste Collection, ~~and~~ Solid Waste Disposal, and **Downtown Operations.** Work areas may be amended by the Corporation from time to time.)

ARTICLE 12 – PAID HOLIDAYS

12.1 (a) All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid, subject to Article 12.3, at the regular rate of pay for each of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	**National Day for Truth and Reconciliation**
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
~~Dominion~~ **Canada** Day	Boxing Day
Lieu Day	

~~Family Day (for as long as it is defined as a public holiday in accordance with the Employment Standards Act, 2000)~~

and any other day declared by a competent authority to be a holiday within the meaning of the ***Bills of Exchange Act*** as amended from time to time. An employee in receipt of wage replacement benefits, not including Workplace Safety & Insurance Benefits, ~~will~~ **shall** receive the difference between the wage replacement benefit received and **one hundred percent (**100%**)** of regular pay for paid holidays falling within the disability period, such amounts to be payable upon return to work, or on the first pay period in December for employees on a continuing absence.

ARTICLE 12 – PAID HOLIDAYS

12.2 In addition to the foregoing, the one-half working day preceding Christmas Day and the one-half working day preceding New Year's Day shall constitute an additional paid half holiday, provided, however, the Christmas half holiday and the New Year's half holiday ~~will~~ **shall** be observed **on the employee's last regular work day or regular shift as the case may be** ~~working day~~ preceding the respective holiday. ~~except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half holiday will be observed on the preceding Friday afternoon.~~ An employee ~~will~~ **shall** receive pay of two times regular hourly rate for all hours worked in excess of 4 hours on these two one-half working days.

ARTICLE 14 - HOSPITAL, HEALTH, DENTAL, GROUP INSURANCE, SICK LEAVE, PENSIONS

14.5 Sick Leave and Retirement Gratuity Benefits – Excluding Former P.U.C. Employees

Employees in the Bargaining Unit, not including transferred P.U.C. employees, shall be entitled to the sick leave and retirement gratuity benefits as per the following:

(a) (i) Each permanent employee, with a seniority date prior to February 1, 1985, shall be eligible to a credit of **twelve (**12**)** days sick leave yearly, accumulated on a weekly basis by hours. Such credits shall be cumulative.

(ii) Each permanent employee with a seniority date on or after February 1, 1985, shall earn **one** (1) day (8 hours) of sick leave credit for each complete month during which they worked all scheduled hours unless the employee has used **two (**2**)** days (16 hours) of sick leave in that month. Vacation, statutory holidays, bereavement leave, surplus time leave, or absence for which an employee receives ***Workplace Safety and Insurance Act, 1997*** as amended from time to time ("WSIA") temporary disability benefits, ~~lay-off~~ **layoff** of **five** (5) days or less, or authorized union business are considered hours worked. Such earned credits shall be cumulative.

An absence (or absences) for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was **one** (1) day (8 hours) or more.

(b) Each employee, after acquiring seniority with the Corporation shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of Sick Leave Credits available to them at the time of such absence.

(c) Except as otherwise herein provided, the number of days an employee is absent on account of illness shall be deducted from their cumulative Sick Leave Credits.

(d) An employee who is absent because of sickness for five (5) days or more shall, on request, provide the Director or designate of their Division with a certificate from a qualified physician **or Nurse Practitioner** certifying as to their inability to return to work and subsequently as management may require.

(e) Where an employee (not including employees who transferred from the P.U.C.) is absent as a result of an accident while at work for the Corporation of the City of London, or illness inherent to their occupation(s) at the Corporation of the City of London, and, as a result, is receiving, WSIA benefits as awarded by the Workplace Safety and Insurance Board ("WSIB"), they shall receive the difference between their regular pay and the Board's award, such difference not to be deducted from their sick leave credits. If such an employee is not eligible for WSIA benefits, they shall receive sick leave pay according to this ~~by-law~~ **Agreement** and the time off shall be deducted from their Sick Leave Credits.

The Parties ~~will~~ **shall** work together towards an active WSIA rehabilitation program.

(f) Re-employed personnel of the Armed Forces shall receive the same Sick Leave Credit for the time spent in the Forces as they would have received had they remained with the Corporation.

(g) Sick Leave Credits earned by service in any Department shall be credited to the employee concerned and sick leave pay to which the employee is entitled shall be authorized by the Department in which the employee is employed at the time of illness.

(h) Every employee with a seniority date prior to February 1, 1985, and who is, at the time of their retirement, actively engaged at their duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:

(i) On the date of their retirement, they may be granted a sick leave gratuity in cash equal to their salary, wages or other remuneration for one-half the number of days standing to their credit and in any event not in excess of the amount of one-half **(1/2)** year's earnings at the rate received by them immediately prior to termination of employment; or

(ii) With the consent of their Department Head, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one-half **(1/2)** the number of days standing to their credit and in any event, not in excess of a period of **six** (6) months. Such leave shall be completed as of the date of normal retirement.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

(i) Any employee with a seniority date prior to February 1, 1985, and who on termination of their employment with the Corporation has at least **seven** (7) years of service; or the Estate of such employee who dies while in the employ of the City, having at least **seven** (7) year's service, shall be entitled to receive pay for the period equal to one-half **(1/2)** the number of days standing to their credit and, in any event not in excess of the amount of one-half **(1/2)** year's earnings at the rate received by them immediately prior to termination of employment.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

(j) Whenever an employee, formerly employed by another Municipality or local Board which had established a Sick Leave Credit Plan under this or any other general or special Act, leaves the employ of that municipality or local Board, and immediately transfers to the employ of the City of London, without interruption of employment by another employer, the Director, People Services shall take such action as may be necessary to place such sick leave credits to the new employee's credit in the records of the City of London. The manner of earning Sick Leave Credits, and the eligibility to a retirement gratuity or leave, or pay upon death or termination of employment, shall be governed by the employee's seniority date, as previously set out.

(k) If an employee's absence due to such sickness extends beyond a pay period, their pay shall, to the extent of their accumulated sick leave credits, be continued during such absence provided the employee gives or causes the giving of prompt notice of their sickness.

(l) An employee who gives notice of absence due to sickness may be required to produce evidence of sickness reasonably satisfactory to the Director, People Services **or designate**. In the event the Corporation requests an employee who is absent on sick leave to submit a medical examination by a physician appointed by the Corporation, **the full cost shall be paid for by the Corporation. The medical information obtained through such an examination shall be provided to the employee and the employee's treating physician** and the Corporation's Occupational health Physician**.** The Corporation shall be entitled to ~~a copy of the physician's report.~~ **information regarding prognosis, restrictions and abilities.**

(m) Employees eligible for short term disability or long term disability insurance do not earn sick leave credits for any time they were so eligible, unless the employee

returns to active employment, at which time they would receive those credits which they would have otherwise earned.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.3 The following is the procedure which shall be adhered to in processing Grievances, save as otherwise provided in this Article and in Article 18.

...

Step No. 3

If the Grievance is not settled at Step 2, the Steward or the Chief Steward may, within and not after **five** (5) working days of the date of receiving the decision of the **respective** ~~Division~~ Manager or their ~~nominee~~ **designate**, (or, if no decision is received from that Official, then within **five** (5) working days after such decision ought to have been given), **submit the Grievance to the Director, People Services or their designate. The Director, People Services or their designate may meet to discuss the Grievance with the Union's Grievance Committee within and not after seven (7) working days of the date the Grievance was submitted. The Director, People Services or their designate shall give their decision in writing within ten (10) working days following the Step 3 meeting date.** If the Grievance is not settled **at Step 3** ~~within (10) working days after the date it was taken up with the Director, People Services or their nominee, then~~ the Union may, within and not after **twenty** (20) working days after the date ~~upon which the Grievance was taken up with the Director, People Services,~~ **of receiving the decision of the Director, People Services or their designate (or if no decision is received from that Official within twenty (20) working days after such decision ought to have been given)**, refer the Grievance to Arbitration under Article 17.

ARTICLE 19 - PROTECTION OF EMPLOYEE'S POSITION AND DISABILITY TRANSFERS

19.4 An employee to whom Article 19.2 and 19.3 applies shall be subject to an examination by the Corporation's medical examiner or by another physician selected by the Corporation **and the full cost shall be paid for by the Corporation.** ~~The employee and the Corporation shall be entitled to a copy of the report of such examination.~~ **The medical information obtained through such an examination shall be provided to the employee and the employee's treating physician** and the Corporation's Occupational Health Physician**. *The Corporation shall be entitled to information regarding* prognosis, restrictions, and abilities.**

If the employee is not satisfied with their rating following such examination, they ~~will~~ **shall** have the right to be examined by their own physician. If the report of the employee's physician is contrary to the first report, they ~~will~~ **shall** be examined by a third physician satisfactory to both Parties. The third physician ~~will~~ **shall** be requested to

complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Corporation without the consent of the employee who may wish to use the same in support of a claim for special consideration.

ARTICLE 20 CLOTHING & TOOL ALLOWANCE and ADMINISTRATION FEES

20.2 Clothing and Footwear Allowance

...

(f) All Clothing Allowances ~~will~~ **shall** be paid on the ~~first~~ **second** pay period ~~of~~ **in the month of December** each year, except as noted under (b)

ARTICLE 23 - TEMPORARY EMPLOYEES

23.2

Notwithstanding the provisions of Article 6, a temporary employee (including a temporary employee whose engagement is extended pursuant to Article 23.1(b)) shall not become a permanent probationary employee nor be covered by any of the terms and conditions of this Agreement save as expressly set out in this Article; provided that if any such employee is, during their engagement as a temporary employee, either hired by the Corporation on a permanent basis or is the successful applicant for any posted vacancy under Article 8, they shall be credited with seniority dating back to the date of their last hiring **(a break in service within the bargaining unit of less than one month (up to 31 calendar days) shall be considered provided that in no case ~~will~~ shall the employee's seniority date be backdated beyond January 1st of the calendar year in which they were permanently hired).**

ARTICLE 27 – TRAINING

27.2 For the purposes of clarification, training programs ~~will~~ **shall** be categorized as follows:

A. Promotional Training
B. Job Related Training

(a) PROMOTIONAL TRAINING – A notice ~~will~~ **shall** be posted by the Corporation for promotional training, as required. All interested employees may apply for the training opportunity which shall be posted for a period of eight (8) working days. Employees that apply and qualify for posted training opportunities ~~will~~ **shall** receive the bulletin rate of the classification where the raining opportunity exists.

The Corporation ~~will~~ **shall** retain the applications received for promotional training for a period of two years from closing and schedule training as required with the provisions of Article 6.4 and **Article** 8.1 to apply. Employees who are successful in applying to the posted opportunity ~~will~~ **shall** be expected to complete the promotional training offered.

27.7 Trainer Opportunities

Employees designated as Trainers for posted training opportunities shall receive the next higher job rate for such training hours.

In order to accommodate training needs, when Management (with the input of the Employee Development Committee) determines that there is a need for a Bargaining Unit trainer extending beyond one week, such opportunities shall be filled in accordance with **Article** 8.1 and **Article** 6.4, identifying the skills and abilities necessary for the training assignment.

ARTICLE 28 - ~~LAY-OFF~~ LAYOFF AND RECALL

28.1 Where a permanent employee is to be laid off or recalled, such ~~lay-off~~ **layoff** and/or recall shall be in accordance with the following procedure.

28.2 (a) Written notice of the ~~lay-off~~ **layoff** shall be provided to the employee(s) affected at least **five** (5) working days in advance of the scheduled start of the ~~lay-off~~ **layoff**. Such notice ~~will~~ **shall** be considered to have been delivered to the employee on the day it is delivered to them personally, or **two** (2) calendar days after it is mailed (by registered mail) to their address on record.

(b) Employees who receive such notice of ~~lay-off~~ **layoff** may displace less senior employees within the Bargaining Unit.

(c) In every case where an employee assumes a position, either by displacing another employee, or upon recall, the employee assuming the position must have the necessary qualifications, skills and abilities to effectively perform the duties of the position assumed.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

(d) Employees with notice of ~~lay-off~~ **layoff** may displace less senior employees first, within their job and Bargaining Unit or if they have the least seniority in that job or Bargaining Unit then within any job within their Bargaining Unit, then they are least senior in their Bargaining Unit or do not have the necessary qualifications, skills or abilities to efficiently perform any other work in their Bargaining Unit, then any job in the Bargaining Unit which is being performed by a less senior employee.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

(...)

(2) The employer ~~will~~ **shall**, based upon the forecasted need and the time period required to complete the associated Learner program, determine the need to post and fill opportunities for Learner positions in accordance with the provisions of Article 6 and **Article** 8. The posting ~~will~~ **shall** identify the job being filled through the Learner provisions in keeping with the established practice.

(...)

LETTERS OF UNDERSTANDING

- 2020-01: Equipment Operators and Drivers
- 2020-03: Benefits for Laid of Employees
- 2020-04: Loss of Driver's License - ***correct spelling "Licence"***
- 2020-05: Rest Periods/Overtime
- 2020-07: Leave of Absence for Union Business
- 2020-08: Letter of Commitment re Contracting Out
- 2020-09: Re: Ontario Works
- 2020-11: Re: Water Main Maintenance Overtime
- 2020-12: Ontario Pay Equity Act
- 2020-15: Meal Allowances for Road or Sidewalk Plough Employees
- 2020-17: Protocol for Complaint/Grievance Investigation
- 2020-18: Service Delivery Options in Solid Waste Operations
- 2020-19: Work Day in Excess of Eight Hours
- 2020-21: Scheduling on paid Holidays – Arenas
- 2020-22: Excess Hours Agreement
- 2020-23: Winter Control Employees - Standby

Letter of Understanding re: Arena Operations

...

7. By August 15th of each year, the Corporation will canvass AOW's to seek volunteers to fill the ~~four (4)~~ **six (6)** unassigned AOW jobs referred to in paragraph 1 above. Failing obtaining sufficient volunteers for these assignments, the Corporation will assign the jobs to the junior AOW's each year.

...

HOUSEKEEPING

LOCAL 107 AND THE CITY OF LONDON

Submitted February 5, 2024 at 10 AM

- Amend all language to be gender-neutral.
- Correct any typos/spelling mistakes and grammatical errors
- Correct spelling of "Licence".
- Change "will" to "shall", where appropriate, for consistency throughout the Collective Agreement.

Dated at London, Ontario, this 5th day of February, 2024.

FOR THE UNION:

FOR THE CORPORATION:

AGREED TO ITEMS
March 1, 2024

ARTICLE 2 - UNION SECURITY AND CHECKOFF

2.4 All sums deducted pursuant to this Article shall be remitted monthly by the Corporation to the Treasurer of the Union and such remittance shall be made within **fourteen (**14**)** calendar days following the deduction, together with a list of names of all employees from whose remuneration **u**nion dues and assessments were so deducted. **The list of names shall also indicate the amount of union dues and assessments deducted for each employee, and the hourly rate in their base classification.** The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired employees.

ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES

4.2 The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, ~~lay-off~~ **layoff**, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, **ancestry, citizenship, ethnic origin, place of origin,** ~~national origin,~~ **disability,** political ~~or religious~~ affiliation, sex~~**/pregnancy**~~, ~~or~~ marital status, **sexual orientation, family status, gender identity, gender expression, record of offences,** place of residence, nor by reason of their membership or activity in the Union, or for any other reasons.

ARTICLE 6 – SENIORITY

6.3 The Corporation ~~will~~ **shall** maintain a seniority list showing each employee's name, payroll number, department, the date upon which seniority commenced and position classification. In January and July of each year**,** the Corporation ~~will~~ **shall** revise the Seniority List and ~~will~~ **shall** deliver copies to the Union and post a copy on all bulletin boards. Complaints about the accuracy of a Seniority List ~~will~~ **shall** be considered within thirty (30) days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.

6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:

(a) Absence from the Corporation's service is due to an illness **or injury** and attested to by a physician's**, or Nurse Practitioner's** certificate (up to a maximum of all sick leave credits and fifteen months thereafter).

(b) Absence from the Corporation's service is due to a leave of absence granted by the General Manager of Community Services or Environmental and Engineering Services and City Engineer and the Director, People Services.

(c) Absence from the Corporation's service is due to service in the Armed Forces.

(d) Absence from the Corporation's service is due to service as a voluntary firefighter.

ARTICLE 16 GRIEVANCE PROCEDURE

16.4 (a) A Grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.

(b) A policy grievance of the Corporation shall be in writing and may be initiated by the Director, People Services delivering the grievance to the President of the Union or in their absence to the presiding officer of the Union. If any such grievance is not settled within (15) working days of the date of such delivery, the Corporation may refer the grievance to arbitration under Article 17.

(c) A *Grievance regarding violence, harassment, sexual harassment, and discrimination, shall be taken up at Step 3 of the Grievance Procedure.*

SCHEDULE "C" - FORMER COUNTY OF MIDDLESEX BENEFITS LOCAL 107, C.U.P.E

- Delete name Steve McAllister
- delete Schedule "C" Former County of Middlesex Benefits Local 107 in its entirety
- delete "Benefits at a Glance as at December 1992" city of London Local 107 Former county of Middlesex Employees in its entirety
- delete all references to "Former County of Middlesex" in the Collective Agreement

SCHEDULE "D" - FORMER P.U.C BENEFITS LOCAL 4, C.U.P.E

Active employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise or November 30th 2001 whichever is earlier:

ACTIVE:

~~Richard Bender~~
Jeff Bogal
~~Bradley Cook~~
William Dark
~~Perry Davie~~
~~Mark Donahue~~
Thomas Edie
~~Christopher Fletcher~~
~~Dale Gerster~~
~~Robert Jones~~
~~Jonathan MacMillan~~
~~Raymond Marino~~
~~Philip Martyn~~
~~Stewart McCulloch~~
Christopher Monk
Allan Moore
Grant Murphy
~~Donald Ormerod~~
~~Mark Serle~~
~~Steven Simmonds~~
~~Jim Smith~~

~~Doug Steels~~
~~Wayne Stirling~~
~~Owen Sullivan~~
Shaun Trudell
Teresa Vanderwerf
William Wallace
Timothy Whitworth
~~Victoria Wils~~

Letter of Understanding Number 2020-06

SUBJECT: Hours of Work Permit – ~~Wastewater Treatment~~ Greenway Operations

With respect to Shift ~~Operations~~ **Operators and Chief Operators** at the ~~Wastewater Treatment~~ **Greenway Wastewater Treatment Plant** ~~Operations Plants.~~

The parties do hereby agree to hours of work for shift ~~operations~~ **operators and chief operators** in accordance with the following provisions, subject to approval by the Ministry of Labour **as applicable** and notwithstanding any contrary provisions in the Collective Agreement:

1. Shifts ~~will~~ **shall** be scheduled which require that employees work 12-hour shifts on Saturdays and Sundays on a rotating basis. Such shifts will not attract an overtime premium.

2. All weekly shifts are scheduled on a 40 hour per week basis~~.~~ **,** ~~Sunday~~ **Monday** to Sunday, hours worked beyond 40 hours ~~will~~ **shall** attract an overtime premium.

3. The usual provisions for shift premiums such as afternoon, evening and weekend shift premiums shall apply to employees assigned to shift operations **in accordance with the Collective Agreement**. ~~at the Wastewater Treatment Operations Plants.~~

4. Whenever a Statutory Holiday falls on a day on which an employee is regularly scheduled to work a 12-hour shift, Statutory Holiday Pay ~~will~~ **shall** be calculated based on a 12-hour work day.

Letter of Understanding: 2020-22

SUBJECT: Excess Hours of Work Agreement

WHEREAS Local 107 and the Corporation wish to enter into an agreement permitting work in excess of eight (8) hours in a day or forty-eight (48) hours in a week, subject in all cases to the provisions of the applicable Collective Agreement;
NOW THEREFORE the parties agree as follows:

1. As provided for in section 17(2), 17(3), 17(4) of the Employment Standards Act, 2000, Local 107 agrees that for its permanent employees working in the classifications listed in Schedule "A" of the Collective Agreement (as updated and amended from time to time in accordance with the Collective Agreement) the hours of work in a day may exceed eight (8) and the hours

of work in a week may exceed forty-eight (48), provided that in all cases such assignment of work is in accordance with the provisions of the collective agreement.

...

6. Subject to the collective agreement, Local 107 agrees that the hours of work of permanent **P.C.P. Operations Helpers,** Shift Operators, and Chief Wastewater Operator 3s (as those classifications may be amended from time to time) may exceed forty-eight (48), and up to sixty-four (64) hours in a week.

7. Subject to the collective agreement, Local 107 agrees that the hours of work for its members who are permanent employees working in the classifications of Equipment Operator 2, Water Distribution Operator 1, Sewer Construction Operator, Waterworks Inspector, Water Operations Plumber, E.1 Equipment Operator, Leading Water Distribution Operator, Leading Sewer Construction Operator, Water Distribution Operator 2, and Water Meter Servicer (as those classifications may be amended from time to time) may exceed forty-eight (48) hours and up to sixty-eight (68) hours per week.

8. Either party may revoke this Agreement by providing the other party with two weeks' written notice.

Letter of Understanding: 2020-24

SUBJECT: E1 Promotional Training

The parties do hereby agree as follows:

1. To provide an Equipment Operator 1 ("E1") promotional training program in accordance with Article 27 of the Collective Agreement, except as outlined below:

(a) Applicants for the E1 training program ~~will~~ **shall** be selected based on an assessment of current skill, ability through a competency evaluation, experience and interview. The selection criteria ~~will~~ **shall** be communicated to the Employee Development Committee and posted as per the training opportunity.

(b) Applicants that score the highest in the evaluation ~~will~~ **shall** be appointed to the promotional training pool.

(c) The evaluation ~~will~~ **shall** be conducted by the Corporation and/or a third party training provider chosen by the Corporation.

(d) Employees selected for the posted training opportunity ~~will~~ **shall** remain in their current classification however, when participating in the E1 training or acting in E1 position appointments, shall receive the following wage rate:

(i) For the first **one thousand and forty (**1040**)** hours of training and/or appointments, the **six (**6**)** month rate for E1 as per Schedule "A"

(ii) For all training/appointment hours beyond **two thousand and eighty (**2080**)** hours, the **twelve (**12**)** month rate as per Schedule "A"

(e) Employees are expected to complete all the promotional training opportunities offered during

the program that they are available for, failure to complete all mandatory aspects of the training program will result in the removal of candidates from the E1 promotional pool. The training curriculum ~~will~~ **shall** consist of both class room and practical training components.

(f) The E1 promotional training program ~~will~~ **shall** be separated into two classes:

(i) E1 Excavation (Backhoe and Excavator)

(ii) E1 Grader **and Bulldozer**

The promotional program ~~will~~ **shall** identify a maximum of two candidates for each of these two classes during the program.

2. Once an E1 bulletined position is posted and awarded the successful candidate(s) must commit to fulfill the requirements of the position for a minimum of two years.

3. Except as otherwise provided in this Letter of Understanding all other terms and conditions of the Collective Agreement apply

NEW: Letter of Understanding: 2024-

SUBJECT: Road Operations Summer Night Shift Staff assigned to Sweeping, Flushing and Line Marking Operations regarding when Canada Day will be observed for the Term of the Collective Agreement

The following applies to employees assigned to Sweeping, Flushing and Line Marking Operations in Road Operations for summer night shifts regarding when Canada Day will be observed and how employees within the work area will be compensated.

1. This agreement will apply only to the following employees who are regularly scheduled in the summer to work four (4) ten (10) hour shifts per week commencing on Monday nights at 9 pm and ending on Friday mornings at 7 am:
   a. Equipment Operator 2s or employees performing the duties of the Equipment Operator 2 classification who are assigned to sweepers or flushers; and
   b. Other employees assigned to line painting/marking duties.

2. Notwithstanding Article 12.4, the following shall apply for the employees referenced in paragraph 1 above:
   a. For the calendar year 2024 - Canada Day (July 1) will be observed so that the employees will be regularly scheduled to commence their work week on Tuesday July 2, 2024 night at 9 pm and they will be paid ten (10) hours at their regular hourly rate for holiday pay for the Monday July 1, 2024, 9 pm to Tuesday July 2, 2024, 7 am holiday shift.

   b. For the calendar year 2025 - Canada Day (July 1) will be observed such that they will be regularly scheduled to commence their work on the Tuesday July 1, 2025 night 9 pm to Wednesday July 2, 2025 morning 7 am shift and they will be paid ten (10) hours at their regular hourly rate pay for holiday pay for the Monday June 30, 2025, 9 pm to Tuesday July 1, 2025 7 am holiday shift. Furthermore, in this case, they shall not be

entitled to any premium pay in respect of work performed on Tuesday July 1, 2025, from 9 pm to midnight.

c. For the calendar year 2026 – Canada day (July 1) will be observed such that they are not regularly scheduled to work the Wednesday July 1, 2026 night 9 pm to Thursday July 2, 2026 morning 7 am shift and they will be paid ten (10) hours at their regular hourly rate pay for holiday pay for this holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Wednesday July 1, 2026, from midnight to 7 am.

d. For the calendar year 2027– Canada day (July 1) will be observed such that they are not regularly scheduled to work the Thursday July 1, 2027 night 9 pm to Friday July 2, 2027 morning 7 am shift and they will be paid ten (10) hours at their regular hourly rate pay for holiday pay for this holiday shift. Furthermore, in this case, they shall not be entitled to any premium pay in respect of work performed on Thursday July 1, 2027, from midnight to 7 am.

3. Except as otherwise provided in this Letter of Understanding all other terms and conditions of the Collective Agreement apply.

Dated at London, Ontario, this 01st day of March., 2024.

FOR THE UNION:

Jamie McBride

Marni Marshall

FOR THE CORPORATION:

D. Ross

Emily Wal

D. Fram

AGREED TO ITEMS
April 3, 2024

Amend *Article 3.1 as follows:*

3.1 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to:

- **hire, promote, demote, transfer, suspend (non-disciplinary) for proper cause; and**
- **discipline including but not limited to suspension and discharge an employee for just cause**

provided that a claim of discriminatory promotion or demotion without proper cause, or a claim that an employee has been disciplined including but not limited to suspension and discharged without just cause, may be the subject of a grievance and dealt with under the provisions of Article 16 of this Agreement.

Article 5.1

~~THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees from the Bargaining Unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.~~

THE UNION – MANAGEMENT COMMITTEE shall consist of three (3) Union and three (3) Management representatives. At least two of the active Management members will be People Services Representatives and at least two of the active Union members will be members of the Union's Executive. The purpose of this Committee is to improve relations between the Corporation and its employees from the bargaining unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings. This Committee shall not have jurisdiction over wages or any other matter relating to collective bargaining, including the administration of this Agreement. This Committee shall not supersede the activities of any other Committee of the Union or the Corporation and it shall not have the power to bind either the Union, its members or the Corporation to any decisions or conclusions reached in its discussions. This Committee shall have the power to make recommendations to the Union and to the Corporation with respect to its discussions and conclusions. Necessity for a meeting will be indicated by a communication from one party to the other containing an agenda of the subjects to be discussed. The parties will meet at a mutually acceptable time.

ARTICLE 6 - SENIORITY

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:

...

(b) Absence from the Corporation's service is due to a leave of absence granted by the ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer and~~ **applicable Deputy City Manager and** the Director, People Services.

New

6.6 (g) they fail to return to from a leave of absence under Article 21.2 upon expiration of the leave, unless a reasonable explanation is provided.

ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

7.2 Schedule "A" to this Collective Agreement provides the agreed upon integration of job classifications to wage rates and steps. In addition, a listing will be maintained by the ~~Human Resources~~ **People Services** Division, identifying the current classification for each job as determined by the Joint Job Evaluation Committee. A copy of this listing will be supplied to the Union upon request and, in any event, no less often than annually.

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

7.3 A database of Job Descriptions shall be maintained by the ~~Human Resources~~ **People Services** Division. Finalized Job Descriptions will be consistent with the job duties, qualifications and other job characteristics as rated by the Joint Job Evaluation Committee. Upon request, the Human Resources Division will supply true copies of finalized Job Descriptions to the Union and/or to employees.

ARTICLE 8 - STAFF CHANGES, ADDITIONS AND PROMOTIONS

Article 8.1(a)

Whenever a new job is established in accordance with Article 7 or there is a permanent vacancy in any of the jobs covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:

Within (30) days the Director, People Services or designate will cause a notice of the permanent vacancy to be posted up on all bulletin boards **in the workplace** ~~the Environmental Services Department and Community Services Department~~ for a period of (8) working days. Any employee ~~in those Departments~~ who has acquired seniority or any temporary employee within the meaning of Article 23 shall be entitled to make application for the posted vacancy**. Notwithstanding, probationary employees may apply for permanent vacancies of a higher classification. Where probationary employee who is awarded a position in these circumstances, they will serve the remainder of their probationary period and the applicable trial period concurrently. A** copy of each such notice will be sent to the Union on or before the date of posting. Vacancies and new positions not filled within thirty (30) days from the date of closing of the posting shall be reposted.

ARTICLE 10 - OVERTIME AND SURPLUS TIME BANK

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

10.1 (a) No employee shall be called to work more than (40) hours in any one week, or more than the daily hours identified in Articles 9.1 (a) and (b) except as it may affect the proper functioning of the Department in an emergency, or to provide adequate service. Determination of a state of emergency and the provisions of adequate service shall be at the discretion of the **applicable Deputy City Manager** ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ or Designate.

14.7 RETIREMENT

~~An employee shall be subject to retirement upon attaining their 65th birthday; provided that a~~ **A** retired employee ~~may upon mutual agreement of the Parties, be~~ **who** is ~~re~~hired as a temporary employee ~~but~~ shall not thereby acquire or reacquire seniority under Article 6.~~I~~**1**.

ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES

Amend *Article 18.1 as follows:*

18.1 In the event an employee, who has attained seniority, is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure. ~~In such cases, Manager or their nominee, shall ensure that a Steward is requested to be present at the time the employee is advised of the discipline or discharge.~~

Amend *Article 18.2 as follows:*

18.2

(a) ~~In the event an employee is disciplined or discharged, the Union shall be notified promptly of such action.~~ **Where an employee is requested to attend a meeting that may result in disciplinary action being taken, which includes investigative meetings, the Manager or their designate shall ensure that a Steward is present at the time of the meeting. In the event an employee is disciplined or discharged, the Manager or their designate, shall ensure that a Steward is present at the time the employee is advised of the discipline or discharge.**

ARTICLE 20 - CLOTHING & TOOL ALLOWANCE AND ADMINISTRATION FEES

20.1 The Corporation agrees to provide at its own expense, to employees designated by the ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~, **applicable Director or their designate** the protective clothing and equipment as mandated by **the *Occupational Health and Safety Act***, as amended from time to time**, and** ~~/~~Construction and Industrial Establishment Regulations, except for those safety items for which an allowance is provided per Article 20.2. The list of items are as follows:

B.1 The following are particulars of the safety related clothing, equipment and frequency of issue mentioned in Article 20.

ITEM	FREQUENCY OF ISSUE
Rubber Boots	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**
Wet weather gear	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**
Safety glasses	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**

Gloves	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**
Hard hats	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**
Safety goggles	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**
~~Flagman's~~ **High Visibility** vest	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or their designate.**
Reflective jacket	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **applicable Director or their designate. Employees in Road Operations may elect to substitute their entitlement for a reflective jacket for reflective cover-alls instead.**
Reflective cover-alls	At discretion of ~~General Manager of Community Services or Environmental and Engineering Services and City Engineer~~ **the applicable Director or designate.**
Arc flash clothing	**At discretion of the applicable Director or their designate.**

The wearing of clothing in accordance with the Workplace Attire Policy and all pertinent safety related clothing (including approved safety footwear) and equipment by members of the

Bargaining Unit while on duty is a condition of employment. **The Corporation shall use its best efforts to ensure that proper fitting clothing, footwear and equipment are available for employees.**

ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS AND LIMITS ON UNION TIME OFF WITH PAY

21.2 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority~~, for a maximum period of (2) terms in office, which terms shall not exceed (4) consecutive years~~. An employee who is selected or appointed to a full-time position with the Union shall be granted up to ~~(12) months~~ **24 months** leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority. While on such leave of absence, the employee may make across the counter payments to continue their medical, hospital, pension and other benefits under this Agreement. The aforementioned payments are capped at **thirty-five percent (**35%**)** of base pay. Upon the expiration of either of such types of leave of absence, the employee shall resume their duties with the Corporation, or ~~shall be considered to have tendered their resignation from the employ of the Corporation~~ if they fail to return at that time**, Article 6.6 shall apply**.

ARTICLE 27 - TRAINING

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

27.4 The Corporation shall reimburse an employee 100% of the tuition cost of a course of instruction taken by such employee to better qualify them to perform their job and such courses must be approved in writing by the employee's ~~General Manager~~ **Deputy City Manager** prior to commencement. Payment shall be made upon the employee providing proof of successful completion of the course and original receipt of tuition expenditure.

ARTICLE 28 - ~~LAY-OFF~~ LAYOFF AND RECALL

Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

28.2

(e) Employees on lay-off will not be paid wages for the time the employees are on lay-off. All other benefits will continue until the last day of the second calendar month following the month in which the lay-off actually occurred. Such benefits will include both group insurance benefits, and those benefits operated by seniority, including Statutory Holiday benefits and vacation entitlement.

If the lay-off extends beyond the last day of the second calendar month following the month in which the lay-off actually occurred, no benefits shall accumulate beyond that

date, except as specifically noted. An employee's seniority shall be considered interrupted as of the specified date, and no benefit which operates by the employee accumulated seniority or which operates by the employee being regularly at work, shall accumulate. Where benefits are provided by the payment of a premium, those benefits may be continued provided the employee gives notice to the ~~Human Resources~~ **People Services** Division of the employer, that they wish to continue participation in the benefit plan, and pays the entire cost of the premium directly to the Human Resources Division. Such premium payment must be made not later than the 25th day of the month prior to the month in which the premium is due.

(f) Employees shall be recalled to duty in order of seniority. Notice of recall will be given by registered mail to the employee's address on record with the ~~Human Resources~~ **People Services** Division. It is the employee's responsibility to ensure such address on record is current.

Schedule "A"
Note: Proposed amendments do not reflect any other proposed changes to the Articles outlined below. The parties may agree to amend/or update any other position titles/division names that have not been noted below.

Wage Schedule ~~for Outside Employees of the Works Department~~

- 2020-02: Winter Control Operations

LOU #2020-02 re: Winter Control Operations renew with amendments as follows:

...

2. Regarding Regulation 04/93 of the Highway Traffic Act, the parties agree that it is, and will remain, the mutual position of the parties that:

   a) in the event of a significant snow and/or winter storm, employees driving snow plows, ~~wingmen~~ **wing-people** and sanders could be responding to an "emergency" (within the meaning of that term under the Highway Traffic Act), if that emergency has been declared by the appropriate and authorized body or individual; and
   b) when on duty for 15 consecutive hours, snow plow operators and sanders typically have at least two hours "on duty" time, during which they do not drive.

...

5. The City shall prepare "spare lists" which ~~will~~ **shall** be utilized for overtime opportunities for plow operations and ~~wingmen~~ **wing-people,** where winter operations overtime is assigned beyond that assigned to the regular plow operators and wingmen. The list for plow operators ~~will~~ **shall** be separate from the list for wingmen.

   ...
   The spare list for ~~wingmen~~ **wing-people** shall consist of interested and trained employees, listed by seniority. The City shall offer opportunities for employees to act as spare ~~wingmen~~ **wing-people** to employees on the list by seniority on a rotating basis.

6. **Notwithstanding Article 8.1(a), the Corporation may appoint employees who are not classified as Equipment Operator 2 to act as Equipment Operator 2 for four (4) months or more during the winter control season only without creating a**

permanent vacancy which needs to be posted.

7. **On request of the Union, the relevant responsible managers shall meet with Union representative(s) in October/November each year to discuss how management intends to assign employees during the Winter Control Season, i.e. which employees will be assigned to the sander shift, plow beats, sidewalk plows, etc. out of which yards to the extent such information has been determined at that time with a view to identifying and resolving in advance any issues which may arise in connection with same.**

8. **Before the commencement of the Winter Control Season, the Corporation shall post in a prominent location in each works yard where winter control employees work the initial assignment of winter control employees in that yard, including the initial shift and/or beat assignment for each such employee assigned to the sander shift, plow beats and sidewalk plow beats. The Corporation has no obligation to maintain this posting current as assignments are altered during the course of the winter control season, pursuant to the collective agreement.**

9. **The Corporation shall by November 1 each year provide written notice to the Union in respect of the anticipated dates for the commencement and termination of the ensuing winter control season and shall provide advance written notice if and when it amends these dates.**

Dated at London, Ontario, this 3rd day of April, 2024.

FOR THE UNION:

FOR THE CORPORATION:

Heather Lysynski
Committee Clerk
City Clerk's Office
City of London
ppmclerks@london.ca

July 16, 2024

Re: Planning and Environment Committee Meeting
July 16, 2024

Agenda item 3.3 – File Number Z-8720, Ward 9

Dear Ms. Lysynski

I am writing today to put on record that I do not agree with the proposed agenda item from Sifton Properties Limited regarding 3614, 3630 Colonel Talbot Road and 6621 Pack Road as referenced above. The presentation included by Sifton Properties made some significant assumptions around the property located at 6499 Pack Road London, although not explicitly.

For one, it implied the property has been designated as park land suggesting that the city would eventually expropriate the land. We have recently had correspondence with the City suggesting that is not true and they have no intentions of expropriating the property for park space.

Two, the presentation suggests that the said property at 6499 Pack Road is included in Sifton's proposal as a watershed area and the owner of 6499 Pack Road has not, and will not, agree to such a proposal.

Finally, within the presentation there are numerous assumptions made on the property at 6499 and I believe that this proposal should be deferred until more in-depth analysis can be done. Also, the owner was not notified by anyone about this hearing and therefore has not had time to adequately prepare. Although her property is not specifically part of the agenda, the references in Sifton's proposal around that property are enough that the owner of 6499 should have been notified about the hearing in writing.

I appreciate your consideration of my disagreement with File Number Z-8270.

Sincerely,

Monteith Brown planning consultants

219 Oxford Street West, Unit 302
London, ON N6H 1S5
Tel: (519) 686-1300
Fax: (519) 681-1690
E-mail: mbpc@mbpc.ca
Web: www.mbpc.ca

40 Years of Planning Excellence Established 1977

July 16th, 2024

Planning and Environment Committee
City of London
P.O. Box 5035
300 Dufferin Avenue, 6th Floor
London, ON N6A 4L9

Via e-mail pec@london.ca

Our File #: 12-841

Attention: Chair and Committee Members

Reference: **City File: 39T-16509/Z-8720**
Applicant: Sifton Properties Limited
3614, 3630 Colonel Talbot Road and 6621 Pack Road
Applications for Draft Plan of Subdivision and Zoning By-Law Amendment

---

Monteith Brown Planning Consultants ("MBPC") are the land use planners for Sifton Properties Limited, the owners of the above noted lands ("Subject Property"). We are writing in response to a letter addressed to the Committee by Raivo Uukkivi of Cassels Brock & Blackwell LLP ("Cassels") dated July 5, 2024, on behalf his client, Christine Flaherty, owner of 10 acres of land located at 6499 Park Road which abut our client's lands noted above. We believe this to be a typographical error as a review of Property Information confirms that Christine Flaherty is the registered owner of 6499 Pack Road ("6499") which does abut the Subject Property to the north.

In their letter, Cassels suggests that the above referenced applications ("Applications") erroneously identify their clients lands as being located north and west of our clients' lands. As illustrated on the attached Appendix 1, 6499 is located north and east of the portion of Subject Property to which the Applications apply. Cassels also suggests that 6499 is depicted by my client as being within the limits of the above referenced draft plan of subdivision. This is also incorrect, as illustrated on the attached Appendix 1 which includes the certified version of the proposed Draft Plan of Subdivision. While 6499 is illustrated on the plan, it is provided as contextual information as an abutting parcel of land, similar to that of all other abutting parcels that have been illustrated for context consistent with the requirements of the *Planning Act.*

It is correct that the EIS in support of the Applications written by NRSI identified numerous natural heritage features and functions on 6499. NRSI confirms, as is standard practice, that all site observations were made from the property line without direct access to 6499. Only once did an NRSI biologist access 6499, which was done with the owner's permission, which was received on September 21, 2023. An NRSI biologist accessed the property on September 23, 2023 to undertake

a health assessment on the one Butternut tree present within 6499, and was accompanied by the property owner. Results of the Butternut Health Assessment were subsequently provided to the property owner on September 29, 2023 via the email address that she had provided.

Environmental Impact Studies are required to assess anticipated impacts of development on adjacent lands (Provincial Policy Statement Policy ("PPS") 2.1.8), which are generally defined as 120m from the area of proposed development (guidance provided in the Natural Heritage Reference Manual, OMNR 2010, Section 4.4, see especially Table 4-2). The 6499 lies within the adjacent lands of the Subject Property and therefore had to be considered in the EIS. The natural heritage features and functions on 6499 are required to be protected from impacts due to the proposed development of the Subject Property consistent with the PPS.

We trust that this information is satisfactory to clarify and resolve the concerns expressed by Christine Flaherty through her solicitor. Should you have any questions or concerns in relation to this matter, please do not hesitate to contact me directly.

Respectfully submitted,

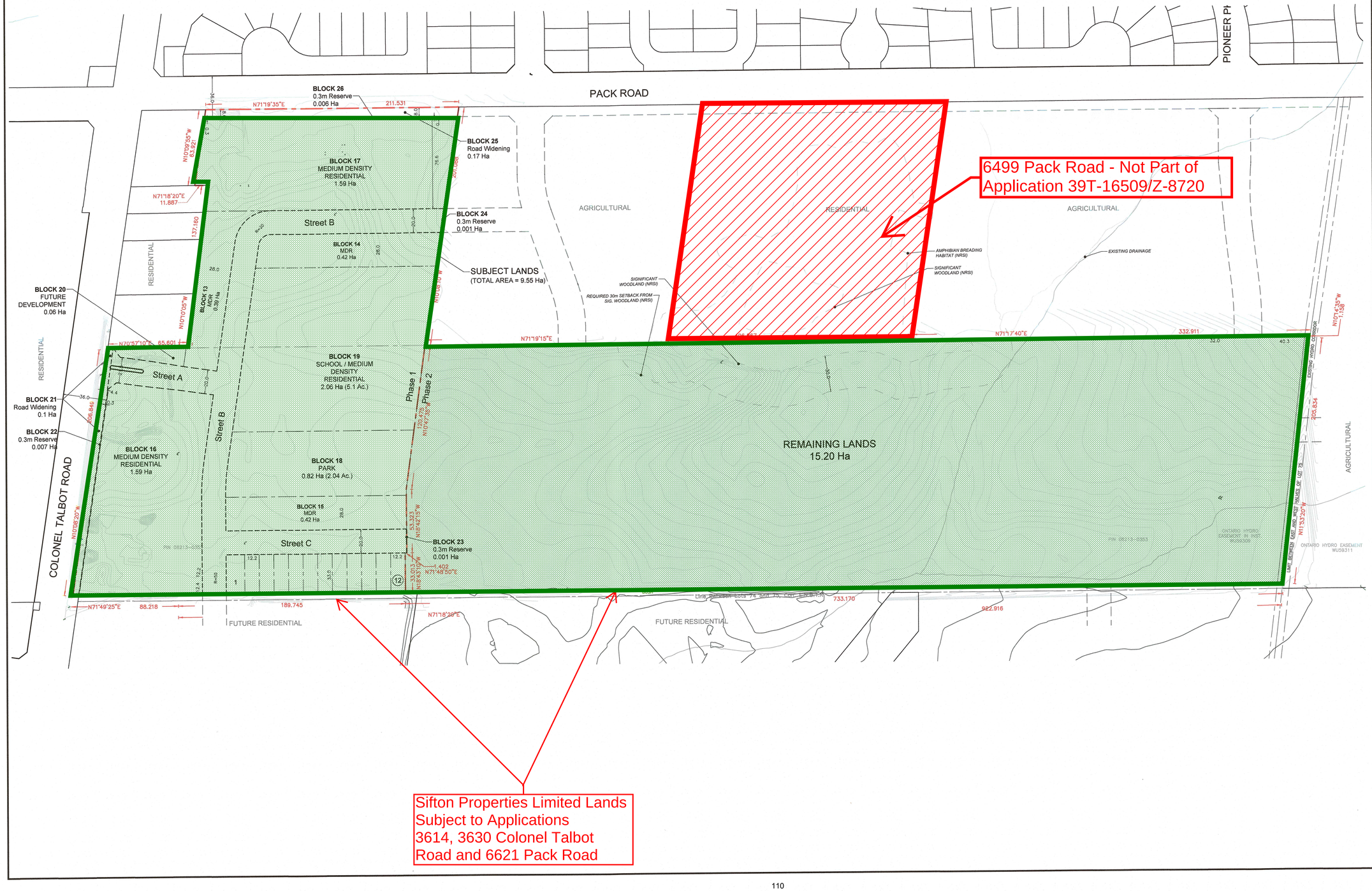
MONTEITH BROWN PLANNING CONSULTANTS

Jay McGuffin, MCIP, RPP
Vice President, Principal Planner
jmcguffin@mbpc.ca

enc./

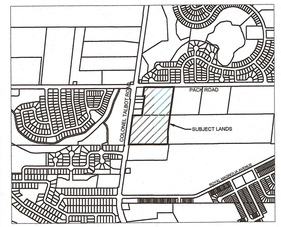
copies: Bruce Page, Manager, Subdivision Planning, City of London
Alison Curtis, Planner, Subdivision Planning, City of London
Phil Masschelein, Senior Vice President, Sifton Properties Limited
Devon Posthumus, Sifton Properties Limited
Katharina Richter, Natural Resource Solutions Inc.
Patrick Deacon, Natural Resource Solutions Inc.

APPENDIX 1



DRAFT PLAN OF SUBDIVISION

PART LOT 75, EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (Geographic Township of Westminster) CITY OF LONDON



KEY PLAN
N.T.S.

OWNER'S CERTIFICATE
I hereby consent to the filing of this Plan in Draft Form.

Richard Sifton
President & CEO
Date: Nov 6/2023

Philip R. Masschelein
Senior Vice President
Neighborhood Developments
Date: Nov. 6/2023

SURVEYOR'S CERTIFICATE
I hereby certify that the boundary of the lands to be subdivided as shown on this plan and their relationship to the adjacent lands are accurately and correctly shown.

Robert Wood, O.L.S.
Archibald, Gray & McKay Ltd.
Date: OCT 26/2023

REQUIREMENTS UNDER SECTION 51 (17) OF THE PLANNING ACT, 1990

a) as shown on plan	g) as shown on plan
b) as shown on plan	h) municipal water
c) as shown on key plan	i) silty sand and silty clay
d) as shown on land use schedule	j) as shown on plan
e) as shown on plan	k) municipal sewers
f) as shown on plan	l) as shown on plan

LAND USE SCHEDULE

LAND USE	AREA in Ha	PERCENTAGE
SINGLE DETACHED LOTS 1 to 12	0.49	5.1
MEDIUM DENSITY BLOCKS 13 to 17	4.42	46.3
PARKLAND BLOCKS 18	0.82	8.6
POTENTIAL SCHOOL BLOCK / MEDIUM DENSITY RESIDENTIAL, BLOCK 19	2.06	21.6
FUTURE DEVELOPMENT BLOCK 20	0.06	0.6
ROADS, ROAD WIDENING AND RESERVES BOCKS 21 to 26	1.70	17.8
TOTAL SITE AREA	9.55	100.0

No.	Revision	Date	Initial
4			
3			
2			
1	Create school block and MF blocks	09/23	DCP

CLIENT
Sifton
Experience. The Difference.

BAR SCALE
1: 1,500
0 20 40 60 80m

ADDRESS
HUDSON PARK SUBDIVISION
LONDON, ONTARIO
3614 COLONEL TALBOT ROAD

DRAWN BY:	CHECKED BY:	PROJECT No. :
DCP	LC/PM	—
DESIGNED BY:	APPROVED BY:	DRAWING No.
DCP	PM	1
SCALE: on 24x36 1:1,500	DATE: October 25, 2023	

Cassels

July 5, 2024

By Email: pec@london.ca

ruukkivi@cassels.com
tel: +1 416 860 6613
file #60613-1

Planning and Environment Committee
City of London
P.O. Box 5035
300 Dufferin Avenue, 6th Floor
London, ON N6A 4L9

To the Chair and Committee Members:

Re: File: 39T-16509/Z-8720
Sifton Properties Limited
3614, 3630 Colonel Talbot Road and 6621 Pack Road, London

We are the lawyers for Christine Flaherty, the owner of 6499 Park Road in the City of London (the "Flaherty Lands"). We are writing on behalf of our client to object to the rezoning a draft plan of subdivision application filed on behalf of Sifton Properties Limited for 3614 & 3630 Colonel Talbot Road and 6621 Pack Road London (the "Subject Property").

The Flaherty Lands are a 10 acre parcel directly adjacent to the north and west of the Subject Property. While in proximity to the Subject Property, the Flaherty Lands are under separate ownership from the Subject Property. Despite the separate interests in the Flaherty Lands and the Subject Property, the Applicant has depicted the Flaherty Lands within its draft Plan of Subdivision.

From review of the accompanying Environmental Impact Study by Natural Resource Solutions Inc dated February 2024 (the "EIS"), it is our client's understanding that the applicant has indicated the presence of Colonially-Nesting Bird Breeding Habitat, Amphibian Breeding Habitat and Significant Woodland on the Flaherty Lands. No permission was provided to conduct the EIS on the Flaherty Lands and any findings made within the EIS have been obtained by way of trespass. As such, certain details, such as the fact that Pond C/Wetland D (as they are so called in the EIS) are manmade structures.

As per Map 5 to the London Plan, approved by the Ministry of Municipal Affairs and Housing on December 28, 2016, there is no Significant Woodland or other Natural Heritage Features on the Flaherty Lands (see Appendix A). Map 5 is correct and the determination of the existence of Natural Heritage Features is in error. As such, this indication in both the Draft Plan of Subdivision submitted by the Applicant and the EIS is incorrect and should be removed.

It is the request of our client to have this corrected in any final plan of subdivision approved by the City. We request further notice of these applications as they are considered for approval. Notices can be provided to the undersigned. These findings have a significant and improper impact on our client's lands.

Yours truly,

Cassels Brock & Blackwell LLP

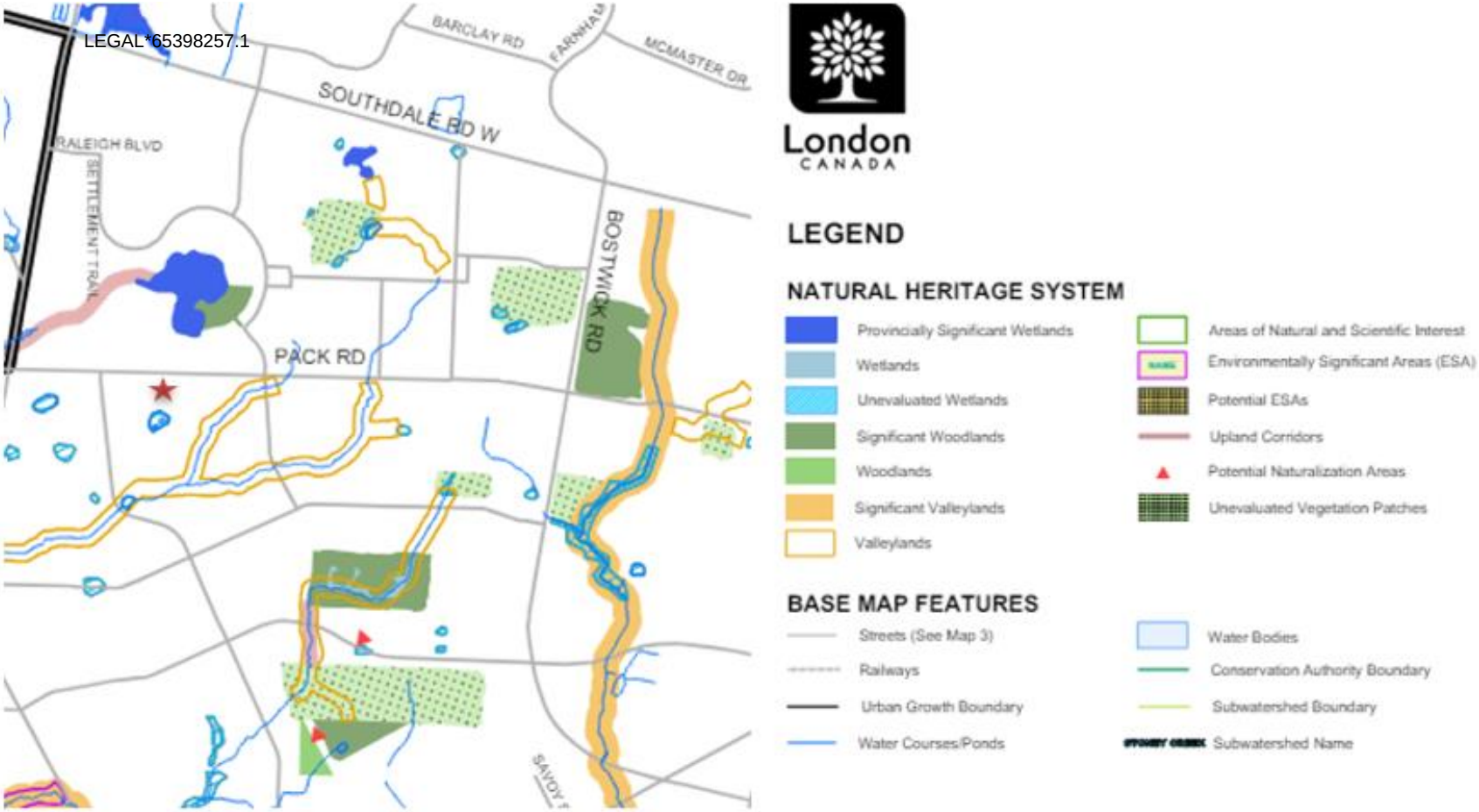
Raivo Uukkivi
Partner

RU/JE

cc: Jennifer Evola, Counsel (jevola@cassels.com)
Alison Curtis, City of London Planning & Development (acurtis@london.ca)
Anna Hopkins, Ward Councillor, (ahopkins@london.ca)

APPENDIX "A"

Map 5 to London Plan (Approximate location of Flaherty Lands indicated by red star)



Joanne Speaking Notes for Hearing July 16, 2024

Good Afternoon,

I am here on behalf of my 95 year old mother, Christine Flaherty owner and current 57yr resident of 6499 Pack Rd London, to identify the concerns, impacts and implications of this application on her property. My name is Joanne Flaherty Campbell and was raised here

It is 10 acre property that was purchased by the Flaherty's in 1967 to build our family home. At the time it was underutilized agricultural land with a man-made drainage pond which is not connected to a watercourse and lacks an outlet. Over the 57 years the Flaherty children (me included) planted and maintained a 2000 tree nursery to facilitate future harvesting and transplanting onto the open farmland, and dredged the pond to maintain it as a skating rink. Prior to that the pond dried up pretty much every year. Without their maintenance, the drainage pond over time will cease to exist as it fills with silt. It has been completely covered with Duck weed now for several years.

6499 will eventually be surrounded by subdivisions on all sides, in conformance with the Southwest Area Secondary Plan/London Plan. Our planting of these trees appears to have hurt our family and has become a significant asset to the developers surrounding the property (as evidenced by the medium density designation along the east and west property lines) and Sifton's designation of this property in their proposal as a future neighbourhood park.

We received a letter from the City of London on July 15th, 2024 about my Mother's property stating….
"Your client's lands at 6499 Pack Road (the "Subject Lands") are geographically located in an area of the City described as the "Southwest Area." In 2014, the City undertook a secondary planning exercise and adopted the "Southwest Area Secondary Plan" (the "SWAP"). SWAP designated your client's lands as Open Space and Environmental Review in 2014. Subsequently, in 2016 the City adopted a new official plan ("The London Plan"), after roughly 3 years of public consultation and two drafts available for public review. At no time during the SWAP or London Plan public consultation processes did your client object to the designation on the Subject Lands. As such, the designation properly applied and not challenged during a lengthy Ontario Land Tribunal process, is Green Space and Environmental Review."

They clearly said they have no intention of expropriating her lands for a park. They went on to say that my mother had plenty of opportunity to challenge the ruling.

I think it is important for the committee to understand that during the years 2010-2015 my parents split their time between their 8th generation family farm in Caledon the Pack Road property. My father died suddenly in 2015 and my mother, was unexpectedly thrust into a new role. Up until that time she did not handle any of the financials or business surrounding the house prior to his passing. My Mother did not subscribe to the local paper nor did she have access to/or understand the internet let alone social media. She did not see any signs posted

regarding any potential applications. At no time did she receive any correspondence that her property was being reviewed, and in the end, assessed in this way.
A reminder , the OMB hearing consisted of the City of London and Developers with professional representation. Despite the significant impact on her property, at no time did the City reach out to protect her interests.

My mother is now 95 years old and has reached out to the planning department numerous times over the last two years to try and find a solution for her property and to better understand what is happening around her. She only found out about this application when she saw a sign posted adjacent to her property. Even with her reaching to Planning about this application, she was still not added to the circulation list for this rezoning.

We are here at this hearing to ensure that the city is able to follow their own words when they said that " The successful completion of the Southwest Planning Area depends on the co-operation of the owners and land developers to share in the equitable and fair distribution" of the use of land.

We strongly believe that moving forward with Sifton's phase 1 proposal cannot be reviewed in isolation. The bigger picture must be addressed for this rezoning application, as well as phase 2, and the unidentified 6545 Pack Rd property (which has the Pack Rd entry to the site under application) have tremendous implications for my mother's property and fulfilment of the SWAP plan. As per Geoffrey Campbell's presentation there are clear connections between this rezoning application and 6499 pack Road. Although they leave out her address, they continually refer to wetland D and the lands north of the connected corridor which is her property.

We ask The City of London to defer this application until such time that Sifton can prove they can develop their property independently from my mother's property.

We want to work with the City and the developers towards implementation of the vision for the Southwest Area Plan. A tremendous amount of work over the years has been put into the creation of this plan and we are supportive of it. The OMB ruling removed the natural Heritage features on surrounding blocks and squarely left Open Space and Environmental Review property line to property line on 6499 Pack Rd. It also lined her property with medium density residential on the east and west and low density on the south side. It was obvious on the final SWAP plan and London Plan that the intent was to squarely lay the open space for the Bostick plan on her land. Now that the City has made it clear they have no plans to expropriate , who is responsible for the Open Space in the Bostwick plan? This is the first block to come up for rezoning.. how does this tie into the overall goals of the Neighbourhood Plan.

On a side note, we think the development of the North Talbot Village alongside a provincially significant wetland has been a very successful development. We hope to see the same attention is given to the Bostwick neighbourhood.

OAKLEIGH

July 16, 2023

Planning and Environment Committee
City of London
P.O. Box 5035
300 Dufferin Avenue, 6th Floor
London, ON N6A 4L9

RE: File: 39T-16509/Z-8720, Sifton Properties Limited
3614, 3630 Colonel Talbot Road and 6621 Pack Road, London

To the Chair and Committee Members:

My name is Geoffrey Campbell and I am a graduate of Fanshawe College's Construction Engineering Technology program and a real estate developer in Simcoe County. I am representing my grandmother Christine Flaherty, owner and resident of 6499 Pack Road, London, Ontario regarding the implications of this proposal on her property.

The City of London designated 6499 Pack Road as *Open Space and Environmental Review* under the Southwest Area Plan (SWAP). The original SWAP was prepared using the AECOM Natural Heritage Study Report, March 2010, which was the basis of the environmental constraints framework used to identify the Natural Heritage System that required protection. This report identified no Natural Heritage Features, Natural Heritage System or areas recommended for consideration in the area surrounding 6499 Pack Road. Furthermore the Dingman Creek Subwatershed study identified 6499 Pack Road as agricultural and containing no Natural Heritage Features. To date no Environmental Impact Study (EIS) has been conducted at 6499 Pack Road as per the requirements of 20.5.16.4(ii) in the SWAP.

The Southwest Area Secondary Plan was referred to the Ontario Municipal Board with a decision reached on April 29, 2014 (File PL130020). The parties included Sifton Properties, Greenhills, York Developments and Southside Group of Companies, among others. In the decision it was noted that:

"...a great deal of time has been spent by the relevant parties, including the City. To arrive at a resolution of differences concerning the Natural Heritage and Open Space policies of the Plan (page 14)"

It is important to note that despite the above statement, the City of London and relevant parties did not include Christine Flaherty. As a result of the OMB decision, amendments were made to the areas designated on the map for Open Space and Environmental Review as well as the policies in the Secondary Plan. The resolution referred to above was to place the Open Space designation squarely on 6499 Pack Road and amend the "relevant party's" properties to Medium and Low Density Residential. In fact the Open Space/Environmental Review designation now covers 100% of 6499 Pack Road up to the property line (See Schedule 9 of the SWAP). It is highly unusual for a Natural Heritage Feature to be identified precisely along property boundaries.

Given the impact of this OMB decision on 6499 Pack Road and the City's participation, it would have been reasonable for the City of London to confer with Christine Flaherty and complete a Natural Heritage Study and Environmental Impact Study for her property to establish the evidence or lack thereof of Natural Heritage features. This OMB resolution is the constructive taking of private property as regulatory measures have deprived the owner of all reasonable or economic uses of its land.

Furthermore the SWAP includes language regarding the Fair Distribution of responsibilities and Resources;

20.5.16.8 Fair Distribution of responsibilities and Resources *The successful completion of the Southwest Planning Area depends on the co-operation of the owners and land developers to share in the equitable and fair distribution of commercial uses, residential density, affordable housing, unit types, community parkland, community facilities, affordable housing, open space, tree canopy cover, municipal infrastructure, etc., as required by this Plan. All Official*

4370 St.Johns SideRoad, Stouffville, Ontario, Canada L4A2T7
telephone: 647.502.5244 • gc@oakleigh.re

Plan, subdivision, Zoning By-law amendment and site plan applications shall be required to include a statement of conformity with the requirements of this Plan, as part of a complete application. (SWAP page 106)

The Sifton proposal identifies 6499 Pack Road as a Future Neighbourhood Park (Drawing No 1). Cassels, the lawyers for Christine Flaherty have been in touch with the City regarding their intentions to expropriate the land as a future public park. We are in receipt of a letter from the City of London dated July 15, 2024 stating that the City has no intentions to expropriate the property. Sifton's identification of 6499 Pack Road as a Future Neighbourhood Park violates policy 20.5.16.8 mentioned above and as a result this proposal by Sifton is not in conformity with the Southwest Area Plan.

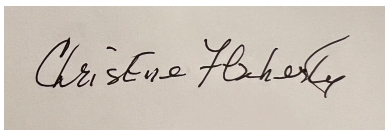
The Sifton proposal and supporting reports rely heavily on the concept of a Complete Corridor as justification for the removal of wetlands on their development site and for future storm water management as per the Report to Planning and Environment Committee by the Director, Planning and Development for the City of London. Their proposal references many studies within their submission that rely on 6499 Pack Road for their proposed Hydrogeological and Water Balance design, mitigation or implementation strategies, which is not permitted. There are also numerous references to the property at 6499 Pack Road referring to Wetland D, significant wildlife habitat; Turtle Wintering area; animal movement corridor; vegetation communities; and Amphibian Breeding habitat. In one instance a report indicated an Anuran Breeding Survey was conducted by listening from the roadside where access was not granted. In the case of 6499 Pack Road the roadside is over 150 meters from the area speculated to be anuran breeding habitat.

Christine Flaherty did not consent nor provide access to have any of these studies completed on her property meaning they were either obtained by way of trespass or are speculative in nature and cannot be included in this proposal.

For the reasons outlined in this letter we request that the City of London refuse to approve the zoning until Sifton demonstrates that they can develop their land without reliance on 6499 Pack Road for storm water management, hydrogeological and water balance design, open space or wetland compensation and restoration.

Sincerely,

Geoffrey Campbell
Managing Partner
Oakleigh Holdings Inc.

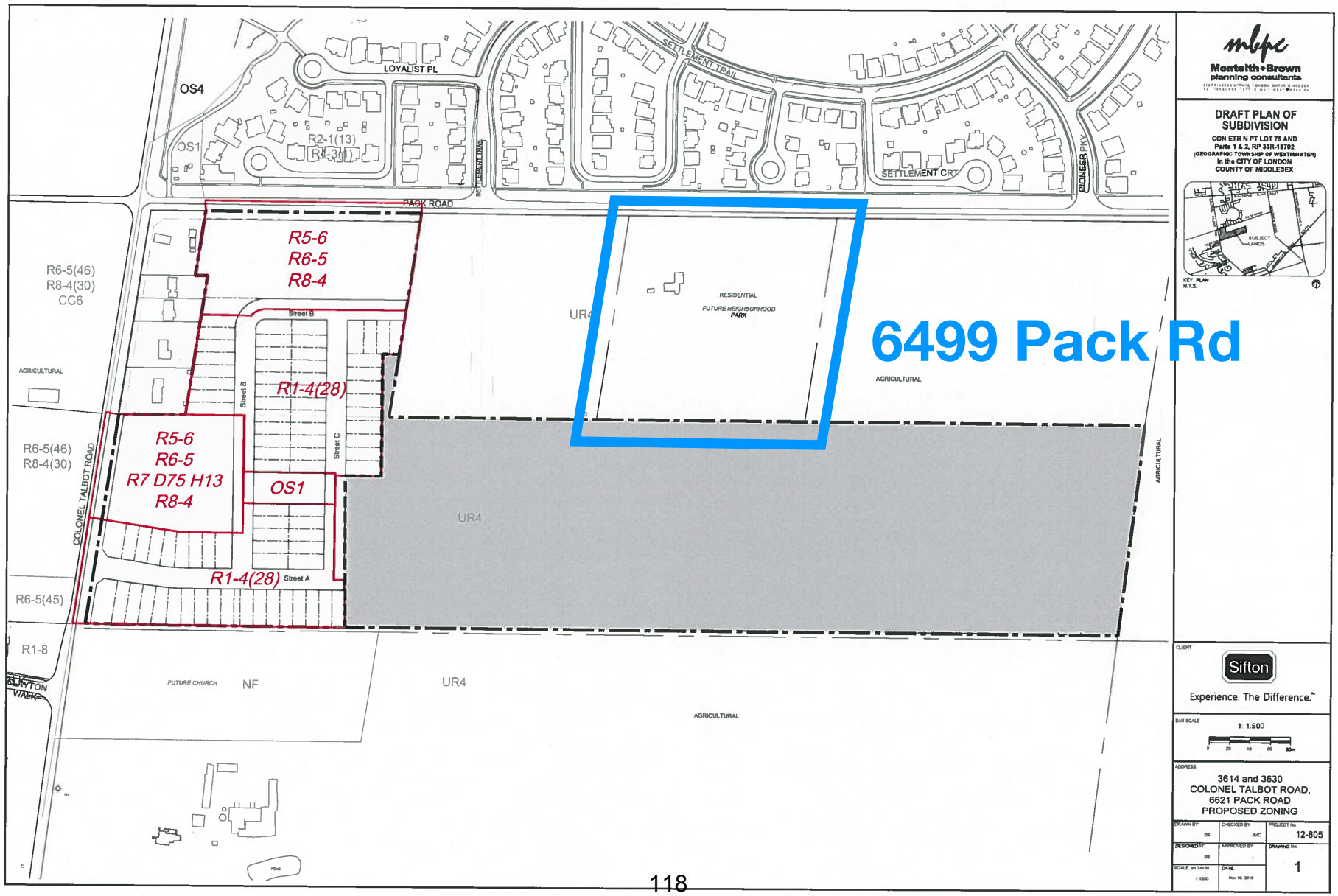


Christine Flaherty
Owner
6499 Pack Road

SIFTON PROPERTIES LTD

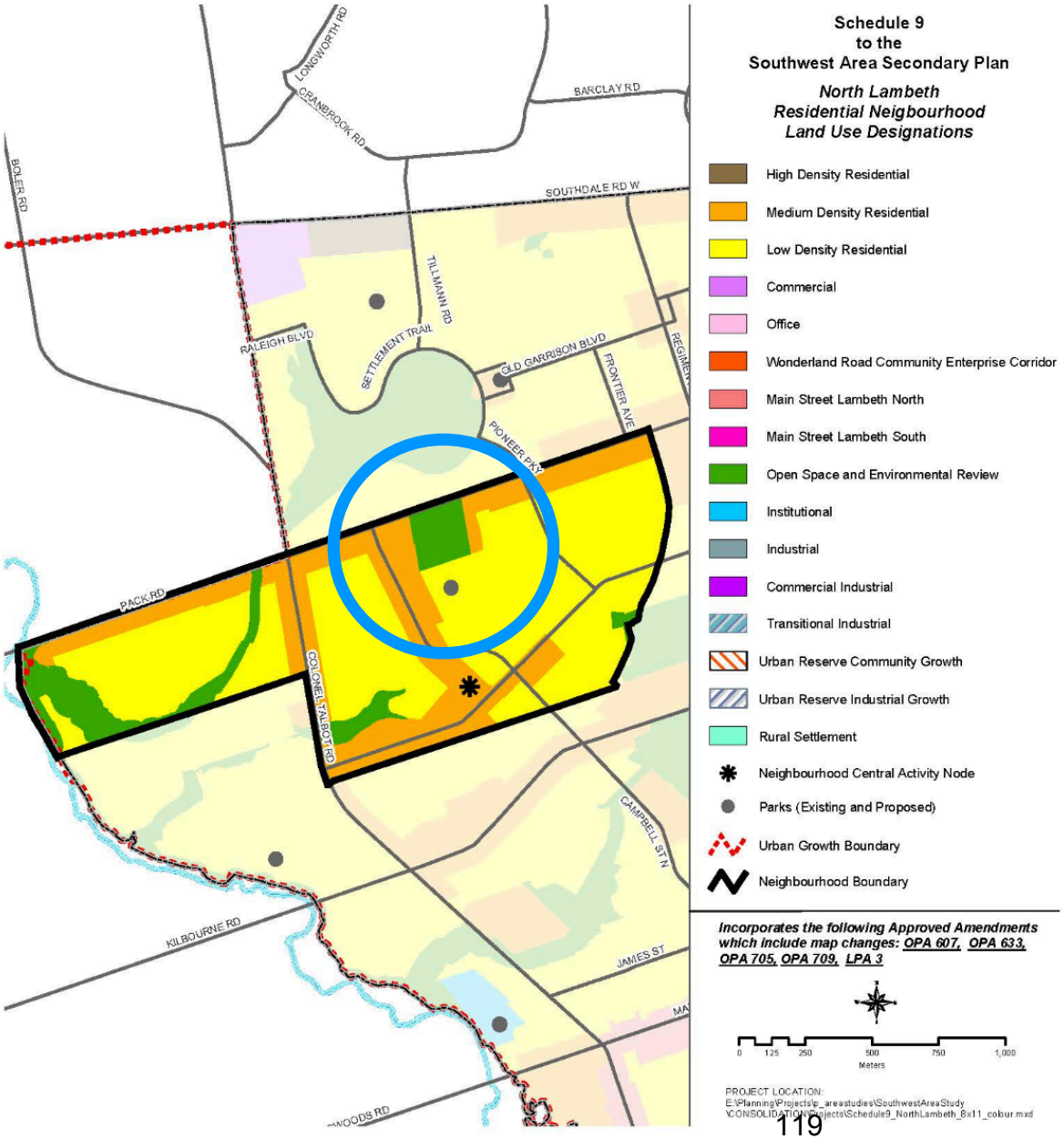
DRAWING 1

6499 Pack Road identified as “Future Neighbourhood Park”



SWAP

SCHEDULE 9



- Schedule 9 of the SWAP showing 6499 Pack Road as Open Space/Environmental Review
- Medium Density on both adjacent property lines
- Open Space and Environmental Review designation matches the property lines of 6499 Pack Road.

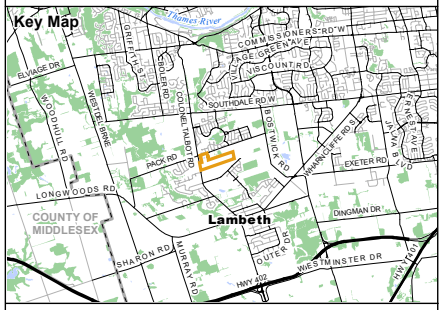
VEGETATION COMMUNITIES

Vegetation communities shown on 6499 Pack Road despite no permission or access granted to the site. The assumptions are based on data obtained by way of trespass or are speculative in nature.

Map 3

Hudson Park

Vegetation Communities



Legend

- Subject Lands
- Project Phase
- Butternut Location (*Juglans cinerea*)
- Dripline (NRSI surveyed Sept 29, 2023)
- Permanent Watercourse
- Intermittent Drainage Feature
- Ecological Land Classification (ELC)

(Ag) Annual Row Crops
(CUM1-1) Dry - Moist Old Field Meadow Type
(CUP) Plantation
(FOD4) Dry - Fresh Deciduous Forest Ecosite
(FOD9-5) Fresh - Moist Bitternut Hickory Deciduous Forest Type
(H) Hedgerow
(MAM2-2) Reed-canary Grass Mineral Meadow Marsh Type
(MAS2-1) Cattail Mineral Shallow Marsh
(SAF1-3) Duckweed Floating-leaved Shallow Aquatic Type

- Inclusion (ELC)

(CUT1) Mineral Cultural Thicket Ecosite
(CUW1) Mineral Cultural Woodland Ecosite
(FOD7) Fresh - Moist Lowland Deciduous Forest Ecosite
(SAS1) Submerged Shallow Aquatic Ecosite

NATURAL RESOURCE SOLUTIONS INC.
Aquatic, Terrestrial and Wetland Biologists

Map Produced by Natural Resource Solutions Inc. This map is proprietary and confidential and must not be duplicated or distributed by any means without express written permission of NRSI. Data provided by MNRF© Copyright: King's Printer Ontario. Imagery: ESRI (2023).

Project: 1762
Date: February 14, 2024

NAD83 - UTM Zone 17
Size: 11x17"
1:3,500

0 50 100 150 200 Metres

N

Path: X:\1762_ColonelTalbotDevelopment\NRSI_1762_Map3_VegetationCommunities_4K_2024_02_14_DNH.mxd

PARSONS

SIGNIFIANT WILDLIFE HABITAT

"Confirmed" Significant Amphibian Breeding Habitat Wetland identified on 6499 Pack Road despite no access to the site. Report states that it was evaluated by listening from the roadside.

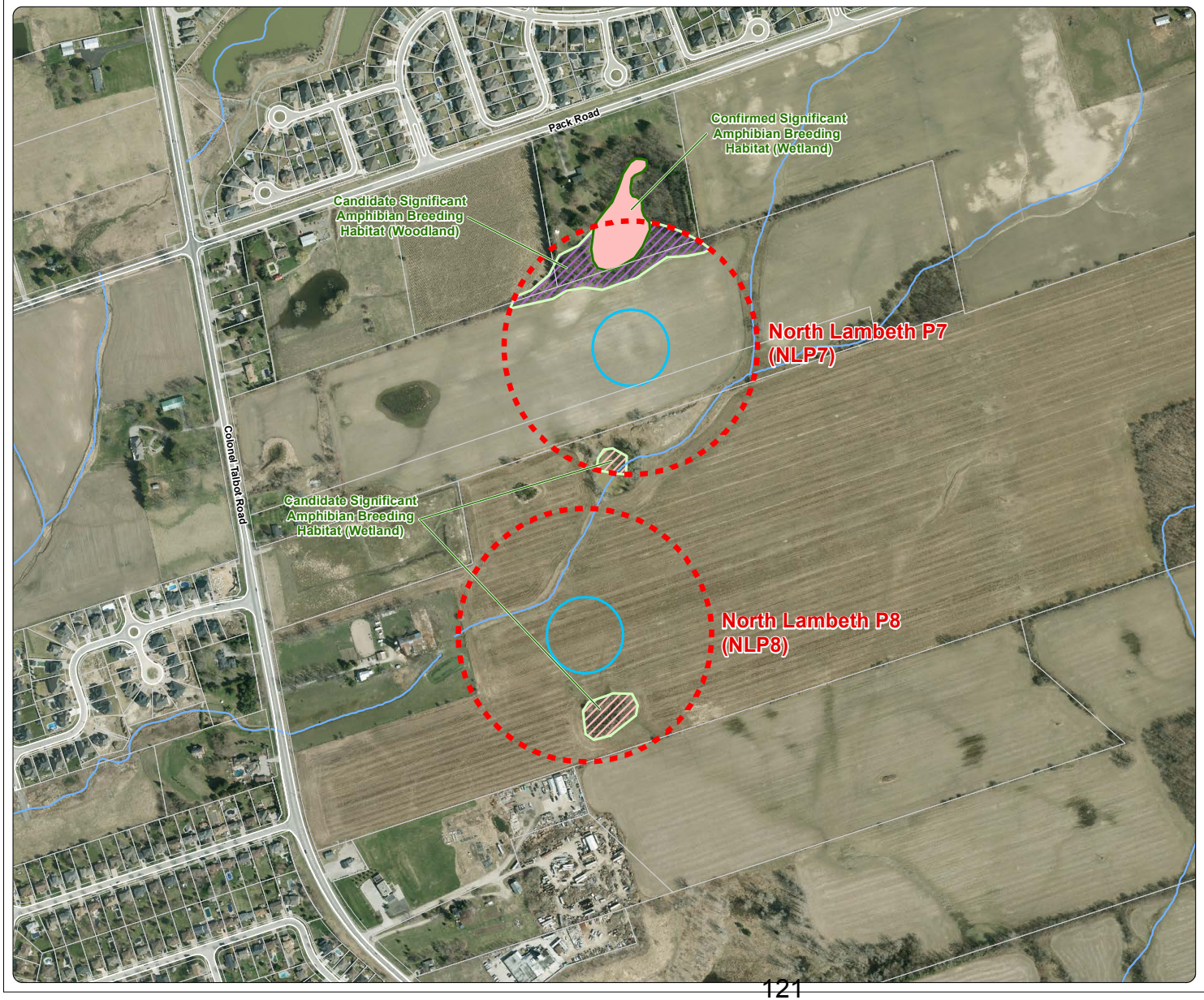


Figure 2a
Significant Wildlife Habitat
North Lambeth P7 & North Lambeth P8

Legend:
- Study Area
- Proposed SWMFs
- Watercourses

Significant Wildlife Habitat*

Confirmed SWH
- Amphibian Breeding Habitat (Wetland)
- Habitat for Species of Conservation Concern
- Terrestrial Crayfish Habitat

Candidate SWH
- Amphibian Breeding Habitat (Wetland)
- Amphibian Breeding Habitat (Woodland)

Species of Conservation Concern
- EWPE - Eastern Wood-pewee
- DICOVPR - White-haired Panicgrass

Regionally Rare Species
- CRACRUS - Cockspur Hawthorn
- EUTPURP - Purple Joe-Pye-weed
- OENPERE - Sundrops
- VIOAFFI - LeConte's Violet
- VITAEST - Summer Grape

*Candidate SWH will be confirmed if PTEs can be secured.

Scale:
1:5,000 1 centimeter = 50 meters
0 50 100 200 300 400 Metres

Parsons Job No: 603054	Date: 23 Feb, 2018	Draft By: W.V.

Data Sources: Parsons; Aquafor Beech Limited; City of London

N

1069 Wellington Rd S Suite 214
London, Ontario N6E 2H6
519-286-5509

CGHS

CHELSEA
GREEN
HOME
SOCIETY

July 12, 2024

City Council
300 Dufferin Ave.,
London, Ontario

RE: Contribution to The Chelsea Green Home Society, Vision SoHo Project

Dear Councillors,
I am writing in response to the Report to Community and Protective Services Committee from Scott Mathers, Deputy Manager, Planning and Economic Development. I am the President of The Chelsea Green Home Society, which is one of the non-profit housing providers building on the site of the old Victoria Hospital.

I was pleased to learn that staff had recommended that council continue to commit the full contribution value of $1.7 million. What I was surprised to read was that this recommendation came with further restrictions and stipulations for the City's rebate for impacted soils, which have been paid in full by Chelsea Green Home Society, and totals nearly $567,000 to date. What is being recommended is that the rebated costs for the impacted soils are to be withheld until 1. the property tax waiver is received, and 2. once the property re-instates all 41 affordable units.

Chelsea Green's request for a property tax exemption is being held up pending appeal of a decision on a similar case. The appeal is expected to be heard later this Fall or early next year. As the Chelsea Green Home Society generally operates similarly to the other Soho non-profit partners who have previously received the exemption, it is expected to be ultimately granted. The City withholding repayment for the impacted soils seems punitive and unnecessary and will make cash flow very tight. It could impact our ability to keep building and could put the non-profit, and the entire SoHo project into financial challenges and delays. Given the unpredictability of actually receiving the property tax waiver, the undetermined timeline for a decision and the uncertainty of the economic viability of the project in consideration of the 41 restored affordable units, we simply cannot agree to the recommendation by staff to withhold the repayment with these stipulations.

What we will consider once a decision is made on the property tax exemption, is a restoration of as many affordable units as we can economically accommodate, and possibly up to the 41 units total as initially planned. Our board is very committed to providing affordable housing in the city of London and I ask for your assistance in providing us with timely funding so that we can continue doing the best we can to house as many people as we can, for as little cost as possible.

Sincerely,

THE CHELSEA GREEN HOME SOCIETY

S. Riggin

Susan Riggin - President

From: Ian Gillis
Sent: Tuesday, July 16, 2024 7:04 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Disability and public transport

I hereby grant permission to add the following comments to the council agenda, under the Subsidized Transit Program Update From the Community and Protective Services Committee

Dear Council,

As someone with lived experience of disability, I wish to add my voice to others of the community asking for consideration and accommodation in making transit fares deeply affordable for disabled persons.

You may be aware that disabled persons are often caught in a financial double bind, as income opportunities are few and far between, and federal and provincial programs which provide income to disabled persons invariably do not even attain the poverty line.

In addition, disabled persons frequently have to contend with expenses for assistive equipment or medical needs not covered by any government.

As an example, a vehicle adapted for wheelchair user transport may cost double or even triple the price of the same (non adapted) vehicle model; for this reason it is out of reach for many people.

I hope these points bring to the fore the importance of public transport for the disabled, in reality it is the only viable option for those wishing to travel around the municipality.

Public transport must be accessible in both physical and financial terms, to be truly inclusive for all residents of London.

I thank you for your sincere consideration in this matter.

Sincerely,

Ian Gillis

-----Original Message-----
From: Dominic Perodeau
Sent: Tuesday, July 16, 2024 7:13 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Fw: Disabled in London UK vs London Ont

16th July 2024

As an expat returning to Canada where my family has been since 1587 as one of the early settlers.

I want to point out the disparity of how the disabled are held back from being able to participate in accessibility of London Ontario vs London in the UK the Disabled and Elderly travel free and also get Motability to buy a new car with adaptions and get insurance and servicing paid for.

Hence we're a 2nd world country, We sign up to meaningless United Nations 'Declarations on the Rights of the Disabled' - yet wait for crumbs from Provincial and Federal Government, who ONLY act for Political Gain, Yet as a municipality here is Your Golden chance to make a groundbreaking contribution - One that other municipalities will follow and actively Do something to enable disabled and elderly people to freely travel to food banks and medical appointments- The cost to a council is fractional but its implementation will be remembered for years as someone did something positive and of course the media Optics will put you on the map as a caring council catering to its constituents need's with empathy in these hard economic times.

Dominic Perodeau
Tweed Ontario

(A visitor to your fine city on many an occasion).

Sent from my iPad

From: Mary Jean Belanger
Sent: Tuesday, July 16, 2024 7:37 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Subsidized Transit Program Update from the Community and Protective Services Committee

Hi, I give you permission to add my comments for consideration for this matter.Disabled people in Ontario , and all across Canada for that matter face financial barriers to participating and enjoying life.

Most disabled people in Ontario can't afford the necessities of life with the pittance ODSP gives them to survive on. The federal govt. as well, has so far never helped the disabled with even one penny. This leaves them excluded from anything that costs money. They can't even afford a bus pass to get out of their homes (if they are lucky enough to even have a home). Without a FREE bus pass they cant even get around to enjoy anything that could be free. They have to beg for rides to go to the food banks, the ministry office, the doctors office,dental office, a friends place, or any other place that any other human being would use a bus for.. The govt.'s need to stop ignoring the reality of a disabled person's life in Ontario, and start stepping up . A free bus pass would give disabled people just a little bit of dignity and freedom, that every other able bodied human being takes for granted. A free bus pass will play a HUGE part in a disabled persons morale. Thank you for considering my comments.

Mary-Jean Belanger

From: Brent Frain
Sent: Tuesday, July 16, 2024 10:05 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Subsidized Transit Program for PWD

Hello, my name is Brent Frain. I am a citizen of Victoria, British Columbia, and also an ally to persons with disabilities in London Ontario as well as all of Ontario, and across Canada.

I stand with fellow disabled citizens and allies across our wealthy country to have accessible, reliable and affordable transit for all.

it's very important so people with disabilities and low income people have barrier free Transit. Providing an annual free bus pass to persons with disabilities should be the number one priority so that people can commute to places that they need to get to and be more inclusive in their communities. Example: community events, support local businesses, appointments, outings to visit family & friends, recreation centres etc.

I give permission to add my comments to the council agenda under the Subsidized Transit Program Update From the Community and Protective Services Committee.

Sincerely,

Brent Frain
Host for PWD Allies Podcast

From: Frank Marr
Sent: Tuesday, July 16, 2024 10:06 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] RE: Subsidized Transit Program Update From the Community and Protective Services Committee

Hello,

My name is Frank Marr. I live in Kingston, Ontario, and heard about this upcoming committee session on reddit's ODSP subreddit. You have my permission to add to your public comments why I believe folks on the Ontario Disability Support Program need cheaper bus fare to be a matter of public policy.

Obviously these people are living well below the poverty line to begin with and not having to pay such a high price - I believe it is $72 - would be very helpful for not only saving a little, a very little, money, but also for the real need of public transit access to get to work, doctor's appointments, grocery stores, family, back home, and the list goes on why this service needs not only to be available, but affordable within the context of those on support programs, of any kind really.

Yes, the balance not paid must be made up somewhere, but I'm positive such a deficit can be covered if the right amount of charity and compassion is found.

Thank you for reading this. Take care.

Sincerely,
Frank Marr

-----Original Message-----
From: Emma Post
Sent: Tuesday, July 16, 2024 11:52 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Attn: Urgent for inclusion in the discussion tomorrow re subsidized transiT.

Hi

My name is Emma Susan Post and i am an Ontarian with disabilities.

These written comments can be submitted under the Subsidized Transit Update under the Community and Protective Services Committee.

You have my permission to please add my comments on why i believe making public transit in London (and everywhere) more affordable for the disabled is so vital for literally our survival.

People with disabilities, hereby referred to as PWD, are already at a massuve disadvantage financially, many of us using up to 100% of our odsp cheque just to manage housing.

But being disabled, many of us are also ill with a few drs appointments- or, our only pleasure is to get out once in a while. Public transit allows that- but it will be cut off from us should accommodation not be made for PWD, especially those who are low income.

I will be frank. My income in a month is $1,423.00 and that is supposed to cover market rent, all bills and food. I havent had a stress free moment over how i will survive as the meaning of equity and equality seems to be imperilled- and as my money lost value, things became bleak.

We *need* to get out of our homes to live longer lives. This is proven. Connection with community, engagement, etc is so important- especially as we are verbally maligned by the premier in power at ever chance he gets.

I had friends turn on me. I ended up bullied. Poverty. I couldnt do what they can. Couldnt buy the things/ go anywhere- but, getting out pf the house and away from those 4 walls that can feel like a prison… it can be literally life saving.

There is a food security crisis. A homelessness crisis. A new way to sort garbage… alcohol on convenience store shelves early- but still no tangible help for the most vulnerable.

Having an equitable, accessible bus pass that is affordable- it would be a gift and such a relief to a good number of people.

We are Canadian too. We are human too, we have the right to not be gradually forced into the dark of our homes through ‘no way to leave’.

Your help would be invaluable and appreciated beyond words.

Thanks for your time and your attention to this important issue in our community.

Be well

Emma Post

-----Original Message-----
From: Karen MacLennan
Sent: Wednesday, July 17, 2024 1:31 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Subsidized Transit Program Update From the Community and Protective Services

Please accept my comments regarding Subsidized Transit for people with disabilities.

I am visually impaired and use public transit and I am grateful for the $10. a year pass. I need it for ALL my travels in the city. I highly support Jeffery Salsbury's comments regarding this issue. No one is more active regarding disability rights in this city than Jeffrey. It's appalling and disgusting how people with disabilities are treated in this country. They can barely make ends meet and we NEED accessible travel. People with disabilities like me DON'T or can't drive. I can't go where I want to go when I want to, always having to rely on public transit or others. I still have a job. I NEED accessible travel to go to work and home again. Now with hearing loss, it's also safer for me to use Para Transit. Please continue to issue the $10. pass for people with ALL disabilities. Thank you,

Karen MacLennan.

From: Andrew Aubrey
Sent: Wednesday, July 17, 2024 4:33 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Subsidized Transit Program Update

Hi there,

Please add and use my following comments to the council agenda under the Subsidized Transit Program Update:

Look at the poverty line. Look at the ODSP maximum amount. Do basic math. People with disabilities cannot afford to feed themselves. It's not rocket surgery. Removing the ability to travel to grocery stores, doctor's appointments and daycare is disgustingly cruel. Please consider the repercussions of your decision today.

Thank you,
Andrew Aubrey, RPN.

From: Mitchell Tremblay
Sent: Wednesday, July 17, 2024 7:54 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] London TAC - Subsidized Transit Program

Dear Transportation Advisory Committee,

I write to you, with permission to share my comments on the agenda, specifically about the Subsidized Transit Program. I am an advocate for people with disabilities who are facing increasing living costs. Often our rent is 60-100% of our income. This leaves us at the mercy of surprise expenses such as travel.

I truly believe that by subsidizing the cost of public transit for people with disabilities, it swill act as preventative medicine, allowing patients to find walk ins or search for doctors before they get more sick/distressed, access to job interviews without costing dinner in travel and keeping people with disabilities connected with the world around them, in this case beautiful London, Ontario.

Thank you for your time,

Mitchell Tremblay

From: Jeffrey Salisbury
Sent: Tuesday, July 16, 2024 5:30 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] COUNCIL meeting july 25

Hello i wish to have the following comments added to the report on Subsidized **Transit Program Update From the Community and Protective Services Committee**

Disabled People In London are living far below the poverty line. ODSP only provides $556 for rent when rents in London are $1500 and up for a 1 bedroom. Disabled people need the city's help with more affordable access to public transit.

The provincial and Federal governments have failed disabled people in Canada they keep us living in legislated poverty.

I am asking No Begging the city of London to please accept all recommendations of this report and put them in place ASAP.

The first priority should be lower the cost of the bus passes id personally like to see the $10 bus pass that is provided to people who are blind extend to all low income disabled people.

Second I Would like to see them make it so u can buy the pass online rather then require people to go to certainty offices to buy it.

Third u should only be required to apply 1 time for this and once approved u should not have to reapply yearly. making people reapply year not only makes extra work for the person needing the bus pass but makes pointless extra work for city staff.

This is the City of Londons chance to prove at least 1 goverment in Canada is actually listening to the needs of Disabled people in Canada and trying to make there life a little easier.

Thank You

Jeffrey Salisbury.

From: Don Slater
Sent: Wednesday, July 17, 2024 5:05 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Transit

The federal government holds the treasury, the provinces bear the duties, and the cities carry the burdens. It is the city that comes face to face with their citizens while the other entities are often too far away to see them.

I am writing to you today with a heartfelt plea on behalf of our city's impoverished disabled residents. As someone deeply committed to advocating for the rights and well-being of disabled individuals, I have witnessed firsthand the struggles that many face daily. One of the most significant challenges is the lack of affordable and accessible transportation.

For many disabled people living in poverty, a transit pass is not a luxury; it is a lifeline. Public transportation provides them with the freedom and opportunity to participate in society in meaningful ways. It allows them to access essential services such as medical appointments, grocery stores, community centers, and social services that are vital for their survival and well-being.

Without an affordable transit pass, disabled individuals often face isolation and a diminished quality of life. They are unable to attend medical appointments regularly, which can lead to deteriorating health and increased emergency room visits. They cannot easily access food banks or affordable grocery stores, leading to food insecurity. Moreover, they miss out on social and community activities that are crucial for mental health and social integration.

It is important to recognize that many disabled people are on fixed incomes that barely cover their basic needs. The cost of a regular transit pass can be a significant burden, forcing them to choose between transportation and other essential expenses such as medication, food, or rent. This choice is not one that anyone should have to make.

Providing a subsidized or free transit pass to impoverished disabled residents is not merely an act of charity; it is an investment in our community. When disabled individuals have reliable transportation, they can better manage their health, participate in the workforce or volunteer activities, and contribute to the social and economic fabric of our city. Moreover, it promotes inclusivity and ensures that all residents, regardless of their physical abilities or financial status, have the opportunity to live with dignity and independence.

I urge you to consider the profound impact that access to affordable public transportation can have on the lives of disabled people in our city. By implementing a transit pass program specifically designed for impoverished disabled individuals, we can take a significant step towards creating a more equitable and compassionate community.

Thank you for your attention to this critical issue. I am confident that, together, we can make a positive difference in the lives of our most vulnerable residents

Thank you

Don Slater

From: Maria McCann - London Against Abortion Team
Sent: Saturday, July 20, 2024 8:18 PM
To: Council Agenda <councilagenda@london.ca>
Cc: City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcalister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Stevenson, Susan <sstevenson@london.ca>; Pribil, Jerry <jpribil@london.ca>; Trosow, Sam <strosow@london.ca>; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Franke, Skylar <sfranke@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Ferreira, David <dferreira@london.ca>; Hillier, Steve <shillier@london.ca>
Subject: [EXTERNAL] Submission for Added Agenda of Council Meeting (23 July 2024)

Dear Committee Support Clerk,

I hope this email finds you well. I am submitting this communication for the Added Agenda for the Council meeting on July 23, 2024. I give my consent for this communication and my name to be posted to the public agenda.

I am writing specifically with a concern about Agenda **Item 8.4.12** (*viz*. the CPSC report), and ambiguity in its wording. In the CPSC report, item 2.11 asks that "...a public participation meeting BE HELD at a future meeting of the Community and Protective Services Committee with respect to the **draft Advocacy Message Sign By-law**, as appended to the above-noted staff report, **as well as a by-law related to graphic images**".

What concerns me is the additional wording of "*as well as a by-law related to graphic images*". At a PPM, how can members of the public voice their views on a theoretical by-law that has not been drafted? How will members of the public know what the definition of "graphic images" would be in such an undrafted by-law, or any other aspect of the by-law? It is confusing to invite Londoners to speak about legislation if they do not know what the wording of such legislation would even be--while *also* having to speak to the existing drafted by-law, which is about "advocacy signs" and not about "graphic images".

I ask Council to please offer some clarification on how a PPM can be held on both drafted *and* undrafted by-laws, on separate issues, at the same time. For clarity and fairness, shouldn't the PPM only be about the Advocacy Message Sign By-Law as it is currently drafted?

Thank you for your time and attention in this matter.

Kind regards,
Maria McCann (N6K0B8)
Leader of London Against Abortion
https://londonagainstabortion.wordpress.com/

From: Tyler Jollymore
Sent: Friday, July 12, 2024 11:34 AM
To: Ling, Ethan <Eling@London.ca>; City of London, Mayor <mayor@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Trosow, Sam <strosow@london.ca>; Ferreira, David <dferreira@london.ca>; CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Expenses to consider at public participation meeting regarding renovictions bylaw

Good morning,

We know one of the bones of contention when passing this bylaw will be the expenses to the city to employ more inspectors and enforcement officers, as well as city staff to process the licenses. Yes there will be expenses to the taxpayer, but whether you realize it or not the taxpayers are already paying probably more than it would cost to implement this that what the city and province are paying now. Below I will list the reasons why.

Police
- On May 12th 2023, 6 cruisers were called to the property unnecessarily to intimidate tenants
- May 31st 2 cruisers were parked on Webster Street for 4 hours again because management called solely to intimidate tenants.
- March of 2024 4 cruisers were in front of [redacted] Webster Street for 2 hours because [redacted] who only comes to the property to intimidate tenants wanted the police to charge us for meeting in the lobby (common area), to discuss N13's.

Ambulance
- We have ambulances at the building on nearly a daily basis because our mental health and physical health have deteriorated since these renovations illegally began. All the things that we are being exposed to that are airborn, and the stress of the N13's.

Politicians
- we have had to have various levels of government visit the property located at [redacted] and [redacted] Webster street to bring attention to this urgent matter. Unfortunately we are having to waste your valuable time even getting this bylaw in place because of this corrupt landlord. You have had to devote time with contacting other municipalities to assist with this situation. You have had to devote time, and money into research, legal services, and communicating regarding the draft of this bylaw.

Medication
- For the bulk of tenants medications are paid for by the government. Due to the decrease in our mental and physical health, most of us have had our medications doubled, or have had new medications prescribed, which if on Ontario Works the city pays for, or if on ODSP the province pays for.

Fire prevention

- Fire prevention attended the property at least 10 times in 15 months due to the landlords violations of the Ontario Fire Code and putting our lives at risk.

Fire department
- 20-25 times in 15 months with 6 fire trucks in attendance each time, because the landlord intentionally tampered with the telecommunications systems in the building resulting in a loss of communication with the central monitoring station.

Bylaw enforcement
- repeatedly because management interfered with vital services such as water, hydro, and heat

Property standards
- repeatedly and on an ongoing basis because they are doing renovations that they do not have permits for, they refuse to fulfill repair request for the tenants, so we need to get orders from the city, which they don't comply with anyways.
- they refuse to upkeep the property and have it be safe, accessible and disease free, including mold.
- tenants have had to contact property standards on multiple occasions due to a severe cockroach infestation throughout the building that management is aware of, but simply refused to get pest control in.

TSSA
- there have been times when the elevators have not been licensed, or they have not been operational, or have functioned in an unsafe manner. Again we have to resort to calling the TSSA in as management refuses to resolve the issues.

Hospital/Urgent Care/ Doctors
- Same reason as ambulances

Electrical Safety Authority
- Webster Apts Inc is doing electrical work without a permit, hiring people who are not qualified to work on electrical systems. They leave wires hanging for weeks on end in units that they are illegally renovating, which would constitute a fire hazard, and put lives at risk. We are now on the 7th set of construction workers and 3rd set of superintendants, we currently don't have a superintendant, approximately 4th set of plumbers, 6th set of electricians because Webster Apts Inc has not been paying them. Jobs are being left unfinished, or completed below standards or in violation of the building and electrical code. Because of this our lives are at risk.

Health cards
- We are using our health cards like candy due to our physical and mental health deteriorating.

CMHA/Paramed
- Daily due to the above reasons

Legal Aid Ontario
- A few tenants have been able to access it for SUMMARY advice, not actual representation but many of us have been denied due to the backlog created by N13's, N4's and N5's, and cuts to government funding.

LONDON HOUSING
- Because of the N13's and tenants being fearful because nothing is being done until this point to protect us, they are now being put on the priority list and moving into London Housing. They never would have considered or used London Housing if it was not for Webster Apts Inc.

Food bank
Many tenants of [redacted] and [redacted] Webster Street are using the Food Bank because they got coerced into new leases where they are paying $600 a month more for rent, plus hydro. Again, they would not have to resort to this if it wasn't for the fact that WEBSTER APTS INC. has been allowed to run around amok.

Lifespins
Tenants are now having to use this resource to get food, legal advice, clothes, and research relating to maintaining their mental health and having a home.

Landlord and tenant board
Tenants are needing to get fee waivers so that they can file against this landlord violating their rights, taking away amenities, failing to fulfil their maintenance obligations, trying to implement illegal charges or fight evictions that the landlord has been successful in getting.

In summary, due to the crisis at [redacted] and [redacted] Webster Street that started April 1st of 2023 when Webster Apts Inc took ownership, all of the above expenses and resources have been needed by tenants to access in order to save their homes and keep their sanity. Prior to Webster APTS INC under the previous ownership we did not need to use any of these resources which are resulting in all these costs to the municipal, provincial, and federal government. We feel bad using these resources given the current crisis of shelters and affordable housing, but we have no choice in order to prevent approximately 124 families ending up on the street. We just want to live our lives in peace as we had done, for some almost 30 years, at this location prior to Webster Apts Inc coming in to destroy our lives. Using all of these resources has already cost the taxpayers way more than the esitmated $581,000 that implimenting this bylaw will cost them. People need to consider that fact alone when deciding if this bylaw should be implimented or not.

Thank you in advance for your attention to this, and we would appreciate any feedback, or resources that you could make available to us, including legal resources, as many of us will be on the streets within the next 2 months if we are not able to stop this.

Michele and Tyler Jollymore on behalf of Webster Apartments Tenants Association

Norquay Property Management Limited
#301 - 100 Wellington Street
London, ON N6B 2K6

July 11 2024

To: Mayor Josh Morgan and City Council

RE: Renovation License and Relocation Bylaw Changes

Dear Mayor and Councilors,

I am writing to in response to the Community and Protective Services Committee (CAPS) report regarding "renovictions"

I respectfully suggest that involvement City of London in the "renoviction" process should be limited to confirming the status of a building permit (should anyone inquire), and performing the inspections as required to ensure completion of the project in accordance with all applicable by-laws and building codes. Perhaps the City could contact the *Landlord Tenant Board* (LTB) to report a suspected case of a landlord abusing the N13 process.

It appears to me that the legitimacy of the renovations required is at the crux of the issue. It would seem logical to assume that if an N13 was applied for, the permits required to facilitate the extensive renovations/demolition/conversion would be obtained, or at least be in the process of being obtained. If not, then the legitimacy of the N13 could rightfully be called into question through the *Residential Tenancy Act* (RTA) via the LTB.

The problem for tenants arises when an unscrupulous landlord attempts to use an N13 to evict tenants under false pretenses. I do not deny these situations occur and support measures which halt this practice; however, these situations will not be stopped by a licensing scheme of any sort because it is unlikely the same landlord will ever apply for a permit to begin with. The licensing scheme will only add a layer of approval, administration and cost to those landlords who do apply for permits and operate within the bounds of the RTA, building codes, by-laws etc.

If the City of London wishes to truly assist tenants (and landlords alike), petitioning the Provincial Government to make the RTA work effectively for everyone is a better use of resources.

Please note that Norquay Property Management Limited (NPML) owns and manages over 900 residential rental units, most of which are located in London. Any major works (new flooring or bathroom/kitchen renovations for example) required in a long-term tenant's unit have always been completed without displacement of the tenant. This proposed licensing scheme will not adversely affect our operations and I do not see that we would ever be subject to it given our modus operandi.

As a stakeholder, our main objection to this proposed by-law is the staffing requirements and subsequent cost. It is clear the licensing fees will never come close to offsetting the cost of the six staff apparently required to manage this process. This cost will be borne by the residents of London, and in a

time where we are experiencing record municipal tax rate inflation, I question whether this is a real priority. I would rather see the $581,000 in projected staffing costs be shifted to fund a tenant resource centre so that tenants could get the assistance they need in N13 and other situations they are faced with. Knowledge is power.

The licensing/regulation schemes proposed here are a duplication of existing processes established in the LTB/RTA and will not have any positive effect for tenants.

Respectfully Submitted,

Craig Linton

Craig Linton
President
Norquay Property Management Limited

From: KEITH E RISLER
Sent: Sunday, July 14, 2024 6:08 PM
To: CPSC <cpsc@london.ca>
Cc: Ferreira, David <dferreira@london.ca>; McAlister, Hadleigh <hmcalister@london.ca>; Pribil, Jerry <jpribil@london.ca>; Trosow, Sam <strosow@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; london@acorncanada.org
Subject: [EXTERNAL] Re: Proposed Renoviction By-Law Cost-Compensation Amount

EMAIL TO:
Community And Protective Services Committee
CPSC Chair and Committee Members Councillors D. Ferreira (Chair), H. McAlister, J. Pribil, S. Trosow, E. Peloza
City of London
City Hall
London, ON

FROM: KEITH E RISLER

London, ON

Dear CPSC Chair and Committee Members Councillors D. Ferreira (Chair), H. McAlister, J. Pribil, S. Trosow, E. Peloza:

Re: Proposed Renoviction By-Law Cost-Compensation Amount

I have followed the proposed City of London anti-renoviction bylaw and note it is flawed. I would ask that if it is not too late that this communication be placed on the Agenda for your July 15 “PUBLIC PARTICIPATION MEETING” of the Community and Protective Services Committee

The London anti-renoviction proposal does not require landlords to cost-compensate tenants if they turf a tenant for renovations legally or otherwise.

Although retired for more than a year, I ran a mediation/dispute resolution program for a national arts association for a number of years and obtained a mediator certification. Thus I am aware that it’s customary in mediation and arbitration when asking what a standard should be to look to prevailing precedents. There is precedent here.

I have an insurance policy that provides for cost-compensation payment in the event that my apartment has to be temporarily vacated due to an insured risk, for example. What does my insurer pay in such a case? **For a very small, basement 2-bedroom apartment in Old South, with small bedrooms built to 19th-century dimensions (very small): $36,000**; so far as I know the amount has never been adjusted since the astronomical rent-run up that has taken place in the last few years.

I worked in journalism for many years and had the benefit of a solid specialized education in law, as well as continued access to legal advice, which many tenants do not. While I have successfully dealt with numerous legal issues over the years, the current landlord-tenant legal imbalance is beyond a Wild West experience. Generally, landlord representations as to the actual law are not good starting points for tenants. Absent regulation with teeth, the average person will be victimized. Your by-law needs to specify a meaningful detailed kit with a full run-down on the actual landlord-tenant law which few landlords offer their tenants, in my experience.

Council must require unconditionally that landlords properly pay renovation-displaced tenants—without determination for the payment requirement as to whether the eviction itself was legal. That is because many tenants do not have the courage or the money to obtain legal advice, and when they do they are too afraid to mount a fight.

As is known in common negotiations where one party greatly overpowers the other, outcomes are often weighted much in favor of the empowered party. Only unconditional compensation assures fair outcomes and evens the economic balance as well.

Thank you for taking time to read my letter.

Note: My apartment building at [redacted], N6C 1K2 London is in the process of being put up for sale. The realtor has stated that the question of whether we tenants need to leave is a few months away from our concern. [redacted] has 5 apartments.

KEITH E RISLER

From: Courtney Crossen
Sent: Tuesday, July 16, 2024 12:23 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] RE: PUBLIC FEEDBACK ON RENOVICTIONS LONDON ONTARIO BYLAWS

Good evening,

I hope everyone is doing well. Renoviction is a very serious loophole in our laws that allow long term tenants to be taken advantage of. I am currently in the process of getting "renovicted" from a place I've lived in the last 10 years. Someone purchased the property and quickly realized that they can charge 3 - 4x the rent. What this means for me... Is that I will not be able to pay market rent and afford a house. The Canadian dream will slip my grasp. Not only this, but some of my Neighbours are the most vulnerable in the city. Some may not even be able to find new rentals.

The property being referred to is: [redacted] Base Line Road West N6J 1V6

- The prospective buyers asked every tenant when looking at the place if they would be willing to give up their basements. We all said no. Not even a week after purchase they issued the first eviction notice to tenants. They plan on converting all 15 units to double units.

We need strong bylaws similar to those that were implemented in Hamilton, Ontario. It nearly eradicated renovictions all together.

We need these bylaws to come into effect sooner rather than later. Or something to be done in the interim while the details are being worked out. Time is of the essence and you know that landlords are racing against the clocks to get this done before those new bylaws come into place.

Some things I would like to see in the bylaws are:

1. Accommodations for tenants being displaced by renovictions.
2. Rental top up for tenants to find temporary housing while renovations are completed.
3. For the bylaws to protect tenants CURRENTLY being renovicted in the city.

Thank you for your time and I hope you have a lovely day.

Courtney Crossen

From: Franke, Skylar <sfranke@london.ca>
Sent: Thursday, July 18, 2024 3:34 PM
To: Council Agenda <councilagenda@london.ca>
Subject: Amendment to CWC motion for Council

Hi there,

Can you please circulate this amendment to Council and add to the council agenda for re: CWC – service London portal motion.

That the Civic Administration BE DIRECTED to setup a request button on the Service London Portal to report possible violations of the Yard and Lot Maintenance By-law including but not limited to: lawns, vegetative growth (natural gardens), graffiti, inoperative vehicles and refuse.

Thanks,
Skylar

Strategic Priorities and Policy Committee

Report

12th Meeting of the Strategic Priorities and Policy Committee
July 18, 2024

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

ABSENT: S. Hillier

ALSO PRESENT: S. Datars Bere, A. Barbon, C. Cooper, S. Corman, K. Dickins, S. Mathers, J. McGonigle, J. Paradis, C. Parsons, K. Pawelec, T. Pollitt, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor

Remote Attendance: K. Green, E. Hunt, J. Ireland, D. Kramers, K. Murray, J. Rennick

The meeting is called to order at 1:00 PM; it being noted that Councillors P. Van Meerbergen and E. Peloza were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED Councillor J. Pribil discloses a pecuniary interest in item 2.1 having to do with Film London Review and Next Steps, by indicating that his son is contemplating seeking project support from Film London.

2. Consent

2.2 Whole of Community System Response - Q2 Quarterly Report

Moved by: P. Cuddy
Seconded by: H. McAlister

That on the recommendation of the Deputy City Manager, Social and Health Development, the Whole of Community System Response - Q2 Quarterly Report BE RECEIVED for information.

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

Nays: (1): S. Stevenson

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (12 to 1)

2.1 Film London Review and Next Steps

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to continuing Film London through the London Economic Development Corporation:

a) the report BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to prepare a budget amendment for funding for Film London starting in 2025 until 2027 for consideration as part of the 2025 Budget Update process;

c) the Civic Administration BE DIRECTED to offset the costs by a reduced contribution to the Economic Development Reserve Fund and to include a review of the Film London Office in the next budget update; and

d) subject to the approval of funding through the 2025 Budget Update, the Civic Administration BE DIRECTED to bring forward an amending agreement to London Economic Development Corporation Purchase of Service Agreement to reflect the continuation of the Film London program.

ADDITIONAL VOTES:

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

That, pursuant to section 27.6 of the Council Procedure By-law, a change in order of the Strategic Priorities and Policy Committee Agenda BE APPROVED, to provide for Item 2.1 in Stage 2, Consent, to be considered before Items for Direction and for Item 4.2 g) to be heard first in delegate order.

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

Absent: (3): P. Van Meerbergen, E. Peloza, and S. Hillier

Motion Passed (12 to 0)

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to continuing Film London through the London Economic Development Corporation:

a) the report BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to prepare a budget amendment for permanent funding for Film London starting in 2025 for consideration as part of the 2025 Budget Update process; and

c) subject to the approval of funding through the 2025 Budget Update, Civic Administration BE DIRECTED to bring forward an amending agreement to London Economic Development Corporation Purchase of Service Agreement to reflect the continuation of the Film London program.

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

That part b) be amended to read as follows:

b) the Civic Administration BE DIRECTED to prepare a budget amendment for funding for Film London starting in 2025 until 2027 for consideration as part of the 2025 Budget Update process;

That a new part c) be added to read as follows:

c) the Civic Administration BE DIRECTED to offset the costs by a reduced contribution to the Economic Development Reserve Fund and to include a review of the Film London Office in the next budget update.

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

Recuse: (1): J. Pribil

Absent: (1): S. Hillier

Motion Passed (13 to 0)

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

That the motion be approved, as amended.

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

Recuse: (1): J. Pribil

Absent: (1): S. Hillier

Motion Passed (13 to 0)

2.3 11th Report of the Governance Working Group

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

That the following actions be taken with respect to the 11th Report of the Governance Working Group from its meeting held on June 24, 2024:

a) the following actions be taken with respect to the report dated June 24, 2024, Councillor Role Description, as amended:

i) the document BE REVISED to include all changes as amended during the discussion;

A) that the phrase 'Correspond with constituents in a timely manner' BE REPLACED with the phrase 'Communicate and follow up with residents as appropriate';

ii) the document, as amended, BE FORWARDED to the City Manager for review;

iii) the document, ~~attached~~ as amended, BE REFERRED to a future Council Resourcing Review Task Force for consideration, as applicable;

b) the following actions be taken with respect to staff report on the updated General Policy for Community Advisory Committees dated June 24, 2024:

i) the Civic Administration BE DIRECTED to bring forward a by-law to a future meeting of Municipal Council to amend Council Procedure By-law A-50 to remove the requirement of the Striking Committee to make recommendations for appointments to Community Advisory Committees and to update the mandates of both the Corporate Services Committee and the Strategic Priorities and Policy Committee to reflect the change in standing committee that considers community advisory committee appointments;

ii) the balance of the report on the updated General Policy for Community Advisory Committees BE DEFERRED to the September 23, 2024 meeting of the Governance Working Group for consideration; and

iii) the associated request for delegation status from T. Khan, ITCAC Chair, BE DEFERRED to the September 23, 2024 meeting of the Governance Working Group for consideration at that time;

c) the following actions be taken with respect to the staff report Amendments to Council Policy: Remuneration of Elected Officials and Appointed Citizen Members dated May 13, 2024, as amended:

i) updates to the policy BE DEFERRED to a future meeting of the Governance Working Group;

ii) the Civic Administration BE DIRECTED to report back to the August 15, 2024 special meeting of the Governance Working Group with a draft terms of reference for a Council Resourcing Review Task Force, the purpose of the task force being to consider:

- base compensation for Council and the Mayor;
- compensation for additional service;
- an equity lens;
- consideration of Council severance pay;
- councillor role description;
- realistic job preview document; and

iii) the letter from the London Police Services Board BE RECEIVED;

it being noted that members had a general discussion about a need to review how Council is resourced to perform their roles and the necessary scope of a task force to review the required resources;

it being further noted that the Governance Working Group received the ~~attached~~ communication from B. Brock and the following individuals made verbal presentations with respect to this matter:
M. Horak
B. Brock
M. Wallace;

d) clauses 1.1, 2.1, 2.2 and 4.2 BE RECEIVED.

ADDITIONAL VOTES:

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

That part d) be approved and reads as follows:

d) the Civic Administration BE DIRECTED to bring forward a by-law to a future meeting of Municipal Council to amend CPOL.-228-480, as amended, to amend the Council Members' Expense Policy to reduce the annual budget allocation in section 4.1 from $15,000 to $13,500 commencing in 2025;

Yeas: (5): S. Lewis, H. McAlister, P. Cuddy, J. Pribil, and P. Van Meerbergen

Nays: (6): S. Stevenson, S. Trosow, C. Rahman, A. Hopkins, D. Ferreira, and J. Morgan

Absent: (4): S. Lehman, S. Franke, E. Peloza, and S. Hillier

Motion Failed (5 to 6)

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

That the balance of the motion be approved.

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

Absent: (4): S. Lehman, S. Franke, E. Peloza, and S. Hillier

Motion Passed (11 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Delegation - Kelly Paleczny, General Manager and Scott Collyer, Vice Chair - London Transit Commission (LTC) 2023 Annual Report

Moved by: P. Cuddy
Seconded by: D. Ferreira

That the London Transit Commission 2023 Annual Report BE RECEIVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

ADDITIONAL VOTES:

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

That pursuant to section 36.3 of the Council Procedure By-law, K. Paleczny, General Manager and Scott Collyer, Vice Chair - London Transit Commission (LTC) BE PERMITTED to speak an additional five (5) minutes with respect to this matter.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.2 1st Report of the Strategic Opportunities Review Working Group (SORWG)

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

That the following actions be taken with respect to the 1st Report of the Strategic Opportunities Review Working from its meeting held on June 26, 2024:

a) the following actions be taken with respect to the Community Grants - Neighbourhood Decision Making communication received from Deputy Mayor S. Lewis and Councillor S. Lehman dated June 14, 2024, as amended:

i) the Civic Administration BE DIRECTED to bring forward a Budget Amendment to the 2025 Annual Budget Update for the Mayor's consideration to reflect the following:

A) the London Community Grants, annual Grassroots, Innovation, and Capital Grants stream for the 2025, 2026, and 2027 years to be funded to a maximum of $250,000/year through the Community Investment Reserve Fund while the program is undergoing further review. It being noted that this funding is contingent on the Community Investment Reserve Fund having a minimum remaining balance as of December 31st of each year of at least $1M; and

ii) the Civic Administration BE DIRECTED to undertake a comprehensive review of the London Community Grants Program, including the multi-year stream and the Neighbourhood Decision Making Program and bring forward a report prior to the end of Q2, 2027 with options for consideration on rightsizing and scope of these programs; including the alignment or conflict of NDM with regard to the Parks and Recreation Master Plan and new Parks Reserve Fund, should Council choose to reinitiate the programs for the 2028-2031 Multi-Year Budget;

iii) the delegation requests from N. Karsch, M. Cassidy, S. J. Taylor, R. Bloomfield and B. Samuels BE REFERRED to the July 18, 2024 meeting of the Strategic Priorities and Policy Committee for consideration, it being noted that the City Clerk's Office will reach out to the requesters;

it being noted that the Strategic Opportunities Review Working Group received communications from the following individuals with respect to this matter:

- N. Karsch, Director of Programs, London Environmental Network;
- M. Cassidy, CEO, Pillar Nonprofit Network;
- S. J. Taylor, Nonprofit Manager, Social Impact Consultant, MA, Candidate;
- R. Bloomfield;
- B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee;
- Members of the Executive Committee, Orchard Park/Sherwood Forest Neighborhood Association;
- C. Callandar, Executive Director, Meals on Wheels London;
- A. Heartsong;
- K. Ledgley, Executive Director, London Children's Museum;
- J. Stewart, Resident of London;
- M. A. Hodge, Climate Action London; and
- H. Rajani;

b) the Civic Administration BE DIRECTED to report back to a future meeting of the Strategic Priorities and Policy Committee about the suggestion to engage with KPMG LLP for the delivery of service review training for the City’s Agencies, Boards and Commissions, with the cost to be funded from the Efficiency, Effectiveness and Economy (EEE) Reserve;

c) the following actions be taken with respect to the Strategic Opportunities Review Working Group's Annual Work Plan, as amended:

i) the Civic Administration BE DIRECTED to report back to the September meeting of the Strategic Opportunities Review Working Group with respect to the London Police Services Reserve Fund on potential opportunities for the consideration of this working group, including potential changes to the associated by-law, as required;

ii) the Civic Administration BE DIRECTED to report back to the September meeting of the Strategic Opportunities Review Working Group about the potential for partnerships in municipal golf;

iii) the Civic Administration BE REQUESTED to attend the July 15, 2024 meeting of the Strategic Opportunities Review Working Group to discuss the City's policy and general information related to venue naming rights with respect to any potential for revenue generation;

iv) the Civic Administration BE DIRECTED to report back on the potential to license City facilities for the sale of alcohol as a revenue stream, including a list of potential facilities;

v) the Civic Administration BE DIRECTED to report back in the first quarter of 2025 with potential options for Council's consideration with respect to the Surplus Deficit Policy;

d) clause 4.4 BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee heard delegations from the following individuals:

A. Fleet, Executive Director, Growing Chefs! Ontario;
M. Cassidy, CEO, Pillar Nonprofit Network;
R. Bloomfield;
B. Samuels;
N. Karsch, Director of Programs, London Environmental Network;
L. Bowden;
L. Derikx, Interim Executive Director, London Environmental Network; and
K. Creighton, Director Sustainability and A. Robinson, Green Economy London Coordinator, London Environmental Network;

it being further noted that the Strategic Priorities and Policy Committee received communications from the following individuals:

M. Rumas;
B. Stephenson;
A. Badillo, Executive Director and J. Horrell, President, Urban Roots London;
C. Walters, CEO, Alzheimer Society Southwest Partners
G. Henderson, CEO, London Chamber of Commerce;
M. Pridding;
Councillor C. Rahman and Deputy Mayor S. Lewis;
M. Romain;
W. Arnott, Interim Executive Director, Humane Society London & Middlesex;
B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee

ADDITIONAL VOTES:

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

That the delegation requests for M. Cassidy, R. Bloomfield, B. Samuels, N. Karsch, L. Bowden, L. Derikx, A. Fleet, K. Creighton and A. Robinson BE APPROVED to be heard at this time.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

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

That part a) i) A) be approved and reads as follows:

a) the following actions be taken with respect to the Community Grants - Neighbourhood Decision Making communication received from Deputy Mayor S. Lewis and Councillor S. Lehman dated June 14, 2024, as amended:

i) the Civic Administration BE DIRECTED to bring forward a Budget Amendment to the 2025 Annual Budget Update for the Mayor's consideration to reflect the following:

A) the London Community Grants, annual Grassroots, Innovation, and Capital Grants stream for the 2025, 2026, and 2027 years to be funded to a maximum of $250,000/year through the Community Investment Reserve Fund while the program is undergoing further review. It being noted that this funding is contingent on the Community Investment Reserve Fund having a minimum remaining balance as of December 31st of each year of at least $1M; and

Yeas: (9): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Peloza, and J. Morgan

Nays: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (9 to 5)

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

That part B) be approved and reads as follows:

B) in lieu of the current Neighbourhood Decision Making Program, the Civic Administration BE DIRECTED to explore options to fund parks improvements through a participatory decision-making model through the Get Involved program while a parks improvement project moves forward. This initiative is to be funded through the Community Investment Reserve Fund with a maximum of $25,000 per parks project and an annual total of $125,000 for 2025, 2026, and 2027. It being noted that this funding is contingent on the Community Investment Reserve Fund having a minimum remaining balance as of December 31st of each year of at least $1M;

Yeas: (7): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, and P. Van Meerbergen

Nays: (7): H. McAlister, S. Trosow, A. Hopkins, S. Franke, E. Peloza, D. Ferreira, and J. Morgan

Absent: (1): S. Hillier

Motion Failed (7 to 7)

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

That part A) be amended by adding a new part B) and existing B) be changed to C). The new part B) to read as follows:

that Civic Administration BE DIRECTED to offset the costs of the Capital and Innovation Grants for $250,000 a year by a reduced contribution to the Economic Development Reserve Fund. This funding is contingent on the Economic Development Reserve fund having a remaining balance as of December 31st of each year of at least $1 million.

Yeas: (5): H. McAlister, A. Hopkins, S. Franke, D. Ferreira, and J. Morgan

Nays: (9): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, and E. Peloza

Absent: (1): S. Hillier

Motion Failed (5 to 9)

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

That pursuant to section 31.6 of the Council Procedure By-law, Mayor J. Morgan BE PERMITTED to speak an additional five (5) minutes with respect to this matter.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: D. Ferreira
Seconded by: P. Cuddy

That pursuant to section 31.6 of the Council Procedure By-law, Deputy Mayor S. Lewis BE PERMITTED to speak an additional two (2) minutes with respect to this matter.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

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

That pursuant to section 31.6 of the Council Procedure By-law, Councillor S. Trosow BE PERMITTED to speak an additional two (2) minutes with respect to this matter.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

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

Motion to approve part ii), iii) and part b) and reads as follows:

ii) the Civic Administration BE DIRECTED to undertake a comprehensive review of the London Community Grants Program, including the multi-year

stream and the Neighbourhood Decision Making Program and bring forward a report prior to the end of Q2, 2027 with options for consideration on rightsizing and scope of these programs; including the alignment or conflict of NDM with regard to the Parks and Recreation Master Plan and new Parks Reserve Fund, should Council choose to reinitiate the programs for the 2028-2031 Multi-Year Budget;

iii) the delegation requests from N. Karsch, M. Cassidy, S. J. Taylor, R. Bloomfield and B. Samuels BE REFERRED to the July 18, 2024 meeting of the Strategic Priorities and Policy Committee for consideration, it being noted that the City Clerk's Office will reach out to the requesters;

it being noted that the Strategic Opportunities Review Working Group received communications from the following individuals with respect to this matter:

· N. Karsch, Director of Programs, London Environmental Network;
· M. Cassidy, CEO, Pillar Nonprofit Network;
· S. J. Taylor, Nonprofit Manager, Social Impact Consultant, MA, Candidate;
· R. Bloomfield;
· B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee;
· Members of the Executive Committee, Orchard Park/Sherwood Forest Neighborhood Association;
· C. Callandar, Executive Director, Meals on Wheels London;
· A. Heartsong;
· K. Ledgley, Executive Director, London Children's Museum;
· J. Stewart, Resident of London;
· M. A. Hodge, Climate Action London; and
· H. Rajani;

b) the Civic Administration BE DIRECTED to report back to a future meeting of the Strategic Priorities and Policy Committee about the suggestion to engage with KPMG LLP for the delivery of service review training for the City’s Agencies, Boards and Commissions, with the cost to be funded from the Efficiency, Effectiveness and Economy (EEE) Reserve;

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

Nays: (3): S. Trosow, S. Franke, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (11 to 3)

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

That part c) i) be approved and reads as follows:

c) the following actions be taken with respect to the Strategic Opportunities Review Working Group's Annual Work Plan, as amended:

i) the Civic Administration BE DIRECTED to report back to the September meeting of the Strategic Opportunities Review Working Group with respect to the London Police Services Reserve Fund on potential opportunities for the consideration of this working group, including potential changes to the associated by-law, as required;

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

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

That part ii) be approved and reads as follows:

ii) the Civic Administration BE DIRECTED to report back to the September meeting of the Strategic Opportunities Review Working Group about the potential for partnerships in municipal golf;

Yeas: (11): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, and J. Morgan

Nays: (3): H. McAlister, S. Trosow, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (11 to 3)

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

That part iii) be approved and reads as follows:

iii) the Civic Administration BE REQUESTED to attend the July 15, 2024 meeting of the Strategic Opportunities Review Working Group to discuss the City's policy and general information related to venue naming rights with respect to any potential for revenue generation;

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

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

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

That part iv) be approved and reads as follows:

iv) the Civic Administration BE DIRECTED to report back on the potential to license City facilities for the sale of alcohol as a revenue stream, including a list of potential facilities;

Yeas: (9): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Peloza, and J. Morgan

Nays: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (9 to 5)

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

That part v) be approved and reads as follow:

v) the Civic Administration BE DIRECTED to report back on the potential to eliminate snow plowing of sidewalks on residential class streets by passing a by-law requiring property owners to clear the sidewalk along their property; and

Yeas: (6): S. Lewis, S. Stevenson, J. Pribil, C. Rahman, A. Hopkins, and J. Morgan

Nays: (8): H. McAlister, P. Cuddy, S. Trosow, S. Lehman, P. Van Meerbergen, S. Franke, E. Peloza, and D. Ferreira

Absent: (1): S. Hillier

Motion Failed (6 to 8)

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

That part vi) be approved and reads as follows:

vi) the Civic Administration BE DIRECTED to report back in the first quarter of 2025 with potential options for Council's consideration with respect to the Surplus Deficit Policy;

Yeas: (11): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Nays: (3): H. McAlister, E. Peloza, and J. Morgan

Absent: (1): S. Hillier

Motion Passed (11 to 3)

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

That the balance of the motion be approved and reads as follows:

d) clause 4.4 BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee heard delegations from the following individuals:

A. Fleet, Executive Director, Growing Chefs! Ontario;
M. Cassidy, CEO, Pillar Nonprofit Network;
R. Bloomfield;
B. Samuels;
N. Karsch, Director of Programs, London Environmental Network;
L. Bowden;
L. Derikx, Interim Executive Director, London Environmental Network; and
K. Creighton, Director Sustainability and A. Robinson, Green Economy London Coordinator, London Environmental Network;

it being further noted that the Strategic Priorities and Policy Committee received communications from the following individuals;

M. Rumas;
B. Stephenson;
A. Badillo, Executive Director and J. Horrell, President, Urban Roots

London;
C. Walters, CEO, Alzheimer Society Southwest Partners
G. Henderson, CEO, London Chamber of Commerce;
M. Pridding;
Councillor C. Rahman and Deputy Mayor S. Lewis;
M. Romain;
W. Arnott, Interim Executive Director, Humane Society London & Middlesex;
B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

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

That the Strategic Priorities and Policy Committee recess at this time, for 15 minutes.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

The Strategic Priorities and Policy Committee recesses at 4:45 PM and reconvenes at 5:02 PM.

4.3 2nd Report of the Strategic Opportunities Review Working Group (SORWG)

Moved by: C. Rahman
Seconded by: J. Pribil

That the following actions be taken with respect to the 2nd Report of the Strategic Opportunities Review Working Group from its meeting held on July 15, 2024:

a) the following actions be taken with respect to the Strategic Opportunities Review Working Group's Annual Work Plan, as amended:

ii) the draft Annual Work Plan as amended BE RECEIVED;

it being noted that the Strategic Opportunities Review Working Group received a communication dated July 12, 2024 from J. Kearon, Associate Medical Officer of Health, Middlesex-London Health Unit with respect to the proposal for alcohol sales in Municipal facilities;

b) the following actions be taken with respect to the submission regarding revenue generating ideas from Councillor S. Franke:

i) the Civic Administration BE DIRECTED to forward the communication with respect to Local District Energy Systems for new subdivisions and the downtown core utilizing sewer heat exchange and renewable technologies as primary energy sources to London Hydro for their review and feedback, with a request to report back to the Strategic Opportunities Review Working Group in Q4 of 2024; and

ii) the Civic Administration BE DIRECTED to investigate cost-saving opportunities in our tree sourcing, specifically looking at the financial cost and benefit of owning and operating or subcontracting a tree nursery and report back to the Strategic Opportunities Review Working Group on the potential return on investment and long-term benefits in Q4 of 2025;

it being noted that the Strategic Opportunities Review Working Group received a communication date July 7, 2024 from Councillor S. Franke with respect to this matter;

it being further noted that the Civic Administration advised the working group of a planned review of tree sourcing in 2025;

c) clause 4.3 BE RECEIVED.

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

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (13 to 0)

4.4 SS-2024-237 Single Source Award for Year-Round Ark Aid Mission Strategy

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the July 18, 2024, SS-2024-237 Single Source Award for Year-Round Ark Aid Street Mission Inc. Strategy report;

a) a single source award to Ark Aid Street Mission Inc. BE APPROVED, as per Section 14.4 e) of the Procurement of Goods and Services Policy, to provide Year-Round Stable Responsive Services for an initial period of August 1, 2024 to December 31, 2024, with options to renew for two (2) additional years;

b) the Civic Administration BE DIRECTED to reallocate $1,800,000 of the previously approved one-time funding from the Operating Budget Contingency Reserve (approved by Council on February 13, 2024) to fund the Year-Round Stable Responsive Services for an initial period of August 1, 2024 to December 31, 2024;

i) that Ark Aid Street Mission Inc.'s budget for the $1.8M single source award be distributed to Council and attached to the Council agenda;

c) the Civic Administration BE DIRECTED to prepare a budget amendment for consideration through the 2025 Budget Update process for funding in 2025 and future years;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;

e) the approval given herein BE CONDITIONAL upon The Corporation of the City of London entering into a new and/or amending the existing Purchase of Service Agreement with Ark Aid Street Mission Inc.;

f) the Mayor BE REQUESTED to advocate the Provincial and Federal governments to offset the costs that could be incurred related to the award to the Ark Aid Street Mission Inc. Year-Round Stable Responsive Services strategy in the 2025 budget year and beyond; and

g) the Civic Administration BE DIRECTED to engage with the Old East Village BIA, local residents and Ark Aid Street Mission Inc. to review the Year-Round Stable Responsive Services strategy;

it being noted that the Strategic Priorities and Policy Committee heard verbal delegations from S. Campbell, Executive Director, Ark Aid Street Mission Inc. and K. Morrison, General Manager, Old East Village BIA with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee received communications from the following individuals with respect to this matter:

H. Benedict, E. Campbell and H Hodgins from Ark Aid Street Mission Inc.;
Rev. Dr. J. Laurence, Minister of Worship and Congregational Life, First-St. Andrew's United Church;
Rev. J. Prince;
B. Wood, Office Admin. WOUC;
D. Astolfi, VP, Supportive Housing & Program Development, CMHA Thames Valley Addiction & Mental Health Services; and
S. Omonfoman

ADDITIONAL VOTES:

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

That the delegation requests for S. Campbell, Executive Director, Ark Aid Street Mission Inc. and K. Morrison, General Manager, Old East Village BIA BE APPROVED to be heard at this time.

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

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (13 to 0)

Moved by: S. Stevenson
Seconded by: S. Lehman

That the Civic Administration BE DIRECTED to extend one-time funding in the amount of $687,000 to Ark Aid Street Mission Inc. for an additional 61 days until September 30, 2024 to be funded through the Community Investment Reserve Fund and that Civic Administration engage with the Old East Village BIA, local residents and Ark Aid Street Mission Inc. to review the Year Round Stable Responsive Services proposal.

it being noted that the Strategic Priorities and Policy Committee heard verbal delegations from S. Campbell, Executive Director, Ark Aid Street Mission Inc. and K. Morrison, General Manager, Old East Village BIA with respect to this matter.

Yeas: (4): P. Cuddy, S. Stevenson, S. Lehman, and P. Van Meerbergen

Nays: (9): S. Lewis, H. McAlister, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, D. Ferreira, and J. Morgan

Absent: (2): E. Peloza, and S. Hillier

Motion Failed (4 to 9)

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

That pursuant to section 33.8 of the Council Procedure By-law, the Strategic Priorities and Policy Committee BE PERMITTED to proceed beyond 6:00 PM.

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

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (13 to 0)

Moved by: J. Pribil
Seconded by: A. Hopkins

That pursuant to section 31.6 of the Council Procedure By-law, Councillor S. Stevenson BE PERMITTED to speak an additional two (2) minutes with respect to this matter.

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

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (13 to 0)

Moved by: C. Rahman
Seconded by: J. Pribil

That the motion be amended to include new part f) to read as follows:

f) the Mayor BE REQUESTED to advocate the Provincial and Federal governments to offset the costs that could be incurred related to the award to the Ark Aid Street Mission Inc. Year-Round Stable Responsive Services strategy in the 2025 budget year and beyond;

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

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (13 to 0)

Moved by: C. Rahman
Seconded by: J. Pribil

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

g) the Civic Administration BE DIRECTED to engage with the Old East Village BIA, local residents and Ark Aid Street Mission Inc. to review the Year-Round Stable Responsive Services strategy.

Yeas: (12): S. Lewis, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and J. Morgan

Nays: (1): D. Ferreira

Absent: (2): E. Peloza, and S. Hillier

Motion Passed (12 to 1)

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

The part b) be amended to read as follows:

i) that Ark Aid Street Mission Inc.'s budget for the $1.8M single source award be distributed to Council and attached to the Council agenda;

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

Absent: (3): S. Franke, E. Peloza, and S. Hillier

Motion Passed (12 to 0)

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

That part c) be amended with a new part i) to read as follows:

i) the Civic Administration BE DIRECTED to engage with Ark Aid Street Mission Inc. to relocate the front door services off Dundas Street as part of the budget amendment preparation for the 2025 Budget Update process for funding in 2025 and future years;

Yeas: (4): P. Cuddy, S. Stevenson, S. Lehman, and P. Van Meerbergen

Nays: (8): S. Lewis, H. McAlister, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, D. Ferreira, and J. Morgan

Absent: (3): S. Franke, E. Peloza, and S. Hillier

Motion Failed (4 to 8)

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

That the motion be approved, as amended and reads as follows:

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the July 18, 2024, SS-2024-237 Single Source Award for Year-Round Ark Aid Street Mission Inc. Strategy report;

a) a single source award to Ark Aid Street Mission Inc. BE APPROVED, as per Section 14.4 e) of the Procurement of Goods and Services Policy, to provide Year-Round Stable Responsive Services for an initial period of August 1, 2024 to December 31, 2024, with options to renew for two (2) additional years;

b) the Civic Administration BE DIRECTED to reallocate $1,800,000 of the previously approved one-time funding from the Operating Budget Contingency Reserve (approved by Council on February 13, 2024) to fund the Year-Round Stable Responsive Services for an initial period of August 1, 2024 to December 31, 2024;

i) that Ark Aid Street Mission Inc.'s budget for the $1.8M single source award be distributed to Council and attached to the Council agenda;

c) the Civic Administration BE DIRECTED to prepare a budget amendment for consideration through the 2025 Budget Update process for funding in 2025 and future years;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;

e) the approval given herein BE CONDITIONAL upon The Corporation of the City of London entering into a new and/or amending the existing Purchase of Service Agreement with Ark Aid Street Mission Inc.;

f) the Mayor BE REQUESTED to advocate the Provincial and Federal governments to offset the costs that could be incurred related to the award to the Ark Aid Street Mission Inc. Year-Round Stable Responsive Services strategy in the 2025 budget year and beyond; and

g) Civic Administration BE DIRECTED to engage with the Old East Village BIA, local residents and Ark Aid Street Mission Inc. to review the Year-Round Stable Responsive Services strategy.

it being noted that the Strategic Priorities and Policy Committee heard verbal delegations from S. Campbell, Executive Director, Ark Aid Street Mission Inc. and K. Morrison, General Manager, Old East Village BIA with respect to this matter.

it further being noted that the Strategic Priorities and Policy Committee received communications from the following individuals with respect to this matter:

H. Benedict, E. Campbell and H Hodgins from Ark Aid Street Mission Inc.;
Rev. Dr. J. Laurence, Minister of Worship and Congregational Life, First-St. Andrew's United Church;
Rev. J. Prince;
B. Wood, Office Admin. WOUC;
D. Astolfi, VP, Supportive Housing & Program Development, CMHA Thames Valley Addiction & Mental Health Services; and
S. Omonfoman

Yeas: (10): S. Lewis, H. McAlister, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, D. Ferreira, and J. Morgan

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

Absent: (3): S. Franke, E. Peloza, and S. Hillier

Motion Passed (10 to 2)

4.5 Request for Recording and Livestreaming Working Group Meetings - Councillor A. Hopkins

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

That the City Clerk BE DIRECTED to record and post publicly the meetings of the Governance Working Group and the Strategic Opportunities Review Working Group using the ZOOM application; it being noted that the Strategic Priorities and Policy Committee received a

communication dated July 4, 2024 from Councillor A. Hopkins with respect to this matter.

ADDITIONAL VOTES:

Moved by: A. Hopkins
Seconded by: S. Trosow

That the City Clerk BE DIRECTED to record and livestream the meetings of the Governance Working Group and the Strategic Opportunities Review Working Group, in the same manner as the meetings of Standing Committees and Council, it being noted the technology to livestream and record is provided for in Council Chambers.

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

That the motion be amended to read as follows:

That the City Clerk BE DIRECTED to record and post publicly the meetings of the Governance Working Group and the Strategic Opportunities Review Working Group using the ZOOM application, it being noted that the Strategic Priorities and Policy Committee received a communication dated July 4, 2024 from Councillor A. Hopkins with respect to this matter.

Yeas: (8): S. Lewis, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, and J. Morgan

Nays: (3): S. Trosow, A. Hopkins, and D. Ferreira

Absent: (4): S. Lehman, S. Franke, E. Peloza, and S. Hillier

Motion Passed (8 to 3)

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

That the motion to request for recording and livestreaming of working group meetings BE REFERRED to the Civic Administration to report back to a future meeting of the Strategic Priorities and Policy Committee for consideration of alternate technology options.

Yeas: (3): S. Trosow, A. Hopkins, and D. Ferreira

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

Absent: (4): S. Lehman, S. Franke, E. Peloza, and S. Hillier

Motion Failed (3 to 8)

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

That the motion be approved, as amended.

Yeas: (9): S. Lewis, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, D. Ferreira, and J. Morgan

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

Absent: (4): S. Lehman, S. Franke, E. Peloza, and S. Hillier

Motion Passed (9 to 2)

5. Deferred Matters/Additional Business

None.

6. Confidential

None.

7. Adjournment

Moved by: P. Van Meerbergen
Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 8:26 PM.

Planning and Environment Committee
Report

11th Meeting of the Planning and Environment Committee
July 16, 2024

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

ALSO PRESENT: Councillors P. Cuddy, S. Trosow, J. Pribil and A. Hopkins; J. Adema, M. Almusawi, G. Bailey, C. Cernanec, M. Corby, B. Coveney, A. Curtis, I. de Ceuster, K. Gonyou, M. Greguol, M. Harrison, B. House, A. Hovius, P. Kavcic, B. Lambert, A. Langmuir, T. Macbeth, S. Mathers, C. Maton, H. McNeely, B. O'Hagan, B. Page, N. Pasato, A. Rammeloo, A. Riley, J. Senese, A. Shaw, M. Somide, J.W. Taylor and K. Wilding

Remote Attendance: E. Hunt, E. Skalski and P. Yeoman

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. Lewis
Seconded by: S. Franke

That Items 2.1 to 2.6 BE APPROVED.

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

Motion Passed (5 to 0)

2.1 Quarterly Heritage Report – Q2 2024

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

That the staff report dated July 16, 2024 entitled "Quarterly Heritage Report - Q2 2024" BE RECEIVED for information. (2024-R01)

Motion Passed

2.2 Planning & Development and Building Housing Update – 2024 Year-To-Date

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

That the staff report dated July 16, 2024 entitled "Planning and Development and Building Housing Update - 2024 Year-To-Date" BE RECEIVED for information. (2024-S11)

Motion Passed

2.3 The London Plan Heights Review

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

That the staff report dated July 16, 2024 entitled "The London Plan Heights Review" BE RECEIVED for information. (2024-D22)

Motion Passed

2.4 Building Division Detailed Update: 2024 Year-To-Date

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

That the staff report dated July 16, 2024 entitled "Building Division Detailed Update: 2024 Year-To-Date" BE RECEIVED for information. (2024-S11)

Motion Passed

2.5 Draft Site Alteration By-law

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

That the staff report dated July 16, 2024 entitled "Draft Site Alteration By-law" BE RECEIVED for information. (2024-C01)

Motion Passed

2.6 Information Report of Bill 185, the Cutting Red Tape to Build More Homes Act, 2024

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

That the staff report dated July 16, 2024 entitled "Information Report of Bill 185, the *Cutting Red Tape to Build More Homes Act, 2024*" BE RECEIVED for information. (2024-S11)

Motion Passed

3. Scheduled Items

3.1 Incentivizing Office-to-Residential Conversions in Downtown

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to offering financial incentives to support office-to-residential conversions in downtown:

a) the Civic Administration BE DIRECTED to amend the Downtown Community Improvement Plan Financial Incentive Program Guidelines to introduce the following financial incentive programs focused on downtown office-to-residential conversion projects:

i) Feasibility Study Grant Program;
ii) Construction Conversion Grant Program with a maximum grant of

$35,000 per unit; and,
iii) Application Fees Exemption Program;
iv) amend the existing Office-to-Residential Conversion Grant program to reflect the revised maximum grant value of $35,000 per unit (without differentiating by the number of bedrooms) and remove the $2 million cap per property;

b) the Civic Administration BE DIRECTED to amend the existing Office-to-Residential Conversion Grant Program in the Downtown Community Improvement Plan Financial Incentive Program Guidelines to increase the amount of the grant per residential unit to match the proposed new program in recommendation a) ii);

c) the Civic Administration BE AUTHORIZED to amend its agreement with 166 Dundas St London Inc. by $110,053 to adjust for the increased per residential unit grant value to be implemented subject to Municipal Council approval of recommendation a) ii);

d) the Civic Administration BE AUTHORIZED to amend its agreements with any future applicants that receive an Office-to-Residential Conversion Grant prior to the new Construction Conversion Grant Program being approved, to adjust for the increased per residential unit grant value to be implemented subject to Municipal Council approval of recommendation a) ii); and,

e) the report entitled "City of London Office to Residential (OTR) Conversion Financial Incentive Program(s) (OTR-CFIP)" from Urban Insights Inc. appended to the staff report dated July 16, 2024 as Appendix "A" BE RECEIVED;

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

- a presentation from Urban Insights; and,
- a communication dated July 12, 2024 from M. Wallace, Executive Director, London Development Institute requesting delegation status;

it being also noted that the Planning and Environment Committee heard a delegation from M. Wallace, Executive Director, London Development Institute, 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-S12)

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

Motion Passed (5 to 0)

Additional Votes:

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

That M. Wallace, Executive Director, London Development Institute, BE GRANTED delegation status with respect to these matters.

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

Motion Passed (5 to 0)

3.2 1 Fallons Lane (Z-9728)

Moved by: S. Lewis
Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Roman Catholic Episcopal Corporation of the Diocese of London Ontario, (c/o Zelinka Priamo Ltd., relating to the property located at 1 Fallons Lane:

a) the attached, revised proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Neighbourhood Facility (NF1) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

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

i) the Owner shall provide two (2) additional tree plantings along the Huron Street frontage in addition to the minimum requirements of the Site Plan Control By-law;

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

- H. Froussios, Zelinka Priamo Ltd.; and,
- E. Norris;
- L. MacKenzie, Chair, Affordable Housing Committee, Society of St. Vincent de Paul London;
- L. Dollard, President, Society of St. Vincent de Paul National Council of Canada; and,
- J. Ketelaars, President, St. Vincent de Paul Society, London Particular Council;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including, but not limited to the Key Directions, City Design and Building policies, the Neighbourhoods Place Type policies, and the Zoning to the Upper Maximum Height;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the context of the site and surrounding neighbourhood; and,
- the recommended amendment support’s Council’s commitment to increase housing supply and affordability, and initiatives related to the Housing Accelerator Fund that will support the creation of affordable housing units;

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

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.3 3614, 3630 Colonel Talbot Road and 6621 Pack Road (Z-8720)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3614, 3630 Colonel Talbot Road and 6621 Pack Road:

a) the proposed by-law appended to the staff report dated July 16, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone TO a Residential R1 Special Provision (R1-4(_))Zone; two Residential R1 and R4 Special Provision (R1-4/R4-6(11) Zones; two Residential R1 and R4 Special Provision (R1-4(_)/R4-6(11) Zones; two Residential R4, R5, R6, R7 and R9 Special Provision (R4-6(11)/R5-7(*)/R6-5(*)/R7(*)/R9-5(*)) Zones; a Neighbourhood Facility, R4, R5, R6, R7 and R9 (NF/R4-6(11)/R5-7(**)/R6-5(**)/R7(**)/R9-5(**)) Zone; and an Open Space (OS1) Zone;

b) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Residential Subdivision relating to the properties located at located at 3614, 3630 Colonel Talbot Road and 6621 Pack Road:

i) expressing concern with the lack of details provided on the zoning categories for each Block;
ii) indicating that there is a large difference in the number of parking spaces required for each zone; noting that you need a vehicle to get around this area;
iii) advising that there are right out, right in restrictions which is a safety hazard;
iv) outlining that the lack of detail for the adjacent property as the property is landlocked by the east and the south;
v) the developer is asking for a relaxation of setbacks and lot sizes compared to similar zoning of the same category;

vi) requesting to go on record as objecting to any relaxation of setbacks and lot sizes;
vii) reiterating the City of London wording of “The successful completion of the Southwest Area Planning Area depends on the cooperation of the owners and land developers to share in the equitable and fair distribution” of the use of the land;
viii) indicating that the Phase 1 of the application cannot be completed in isolation and that Phase 2 has implications to a neighbouring property; and,
ix) requesting that the application be refused until environmental and planning connectivity concerns are resolved;

c) the Site Plan Approval Authority BE REQUESTED to consider the following:

i) provision of short-term public bicycle parking in the development of each block through the site plan process; and,
ii) street oriented design and safe and accessible pedestrian connections;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision subject to draft plan conditions recommended by the Approval Authority, submitted by Sifton Properties Limited (File No. 39T-16509), prepared by Sifton Properties Limited, Drawing No. 1, dated October 25, 2023, which shows a draft plan of subdivision consisting of twelve (12) single detached lots (Lots 1 to 12), five (5) medium density residential blocks (Blocks 13 to 17), one (1) parkland block (Block 18), one (1) school/medium density residential block (Block 19), one (1) future development block (Block 20), and six (6) road widening and reserve blocks, all serviced by three (3) new streets (Street A, B and C);

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

- a communication dated July 5, 2024 from R. Uukkivi, Partner, Cassels;

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

- M. Paluch, Monteith Brown Planning Consultants;
- G. Dietz;
- M. Harrison;
- G. Campbell;
- J. Campbell;
- M.A. Harrison;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan;
- the recommended amendment conforms to the Southwest Area Secondary Plan; and,
- the recommended amendment will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

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

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.4 3392 Wonderland Road South (OZ-9730)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Old Oak Properties Inc., (c/o Siv-ik Planning & Design), relating to the property located at 3392 Wonderland Road South:

a) the attached, revised proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to:

i) amend the Official Plan for the City of London, 2016, by ADDING new policies to the Specific Area Policies for the Shopping Area Place Type and the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policy Areas – of the Official Plan; and,
ii) amend the Southwest Area Secondary Plan (SWAP), forming part of the Official Plan, by ADDING a site-specific policy to the Wonderland Road Community Enterprise Corridor and Medium Density Residential policies in the Wonderland Boulevard Neighbourhood;

b) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016 as amended in part a) above), FROM a Light Industrial (LI1/LI7) Zone, an Environmental Review (ER) Zone, and an Open Space (OS4) Zone TO a Light Industrial Special Provision/Restrictive Service Commercial Special Provision (LI1(_)/LI7(_)/RSC2(_)/RSC3(_)/ RSC4/RSC5(_)) Zone and an Open Space /(OS4) Zone;

c) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended amendment is reflective of the proposed development circulated in the Notice of Application and Notice of Public Meeting, existing permissions, and the existing development on site;

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

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

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2020;
- the recommended amendments conform to the policies of The London Plan, including but not limited to the Key Directions and Wonderland Road Community Enterprise Corridor Designation in the Southwest Area Secondary Plan (SWAP); and,
- the recommended amendments would facilitate the continued use of the existing building stock with a range of uses that are appropriate for the context of the site and surrounding area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.5 1458 Huron Street (Z-9743)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by OMNI

Developments Inc., (c/o Zelinka Priamo Ltd.), relating to the property located at 1458 Huron Street & 39 Redwood Lane:

a) the proposed by-law appended to the staff report dated July 16, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-4) Zone TO a Residential R6 Special Provision (R6-5(_)) Zone;

b) Notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act*, R.S.O 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix G of the associated staff report;

c) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 1458 Huron Street to be of cultural heritage value or interest for the reasons outlined in Appendix G of the associated staff report BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

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

i) orient front doors of units towards Huron Street, limit fencing and provide access to the public sidewalk;
ii) provide privacy fencing along shared property lines with low-rise residential uses; and,
iii) provide short-term and long-term bicycle parking;

e) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended amendment is reflective of the proposed development circulated in the Notice of Application and Notice of Public Meeting, including the driveway access at 39 Redwood Lane;

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

- a communication from M. Whalley, Board Member, on behalf of the Architectural Conservancy of Ontario, London Region Branch;

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

- C. McAllister, Zelinka Priamo Ltd.;
- J. Ferrari;
- Natalia;
- L. Glad;
- B. Durham;
- L. Ferrari; and,
- R. Tembo;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas, conservation of cultural heritage, and land use patterns that provide

for a range of uses and opportunities for intensification and redevelopment;
- the recommended zoning conforms to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building Policies, Cultural Heritage policies and Our Tools;
- the recommended amendment would permit a 22-unit townhouse development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development;

it being further noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being also noted that should an appeal to the passage of the heritage designating by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal;
it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.6 1105 Wellington Road (OZ-9725)

Moved by: S. Lewis
Seconded by: S. Hillier

That the following actions be taken with respect to the application by White Oaks Shopping Centre Inc., relating to the property located at 1105 Wellington Road:

a) the attached, proposed revised by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Transit Village Place Type and by ADDING the subject lands to Map 7 – Specific Policy Areas – of the Official Plan;

b) the attached, proposed revised by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in a) above), FROM Regional Shopping Area (RSA4) Zone TO a Regional Shopping Area/Residential R10 Special Provision (RSA4/R10-5(_)*H115*D750) Zone;

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

i) provide an adequately sized and centrally located outdoor amenity space, either at-grade or rooftop, or a combination of both;
ii) details regarding garbage storage and collection be determined;
iii) details regarding the inclusion of a paratransit layby be determined;
iv) landscaping to include at minimum 50% native species, with no invasive species planted;
v) investigate renewable sources of energy such as solar for the roof and sides of the building, and geothermal for interior heating and cooling;
vi) investigate air source heat pump options; and,
vii) utilize bird friendly policies using the CSA standard;

d) pursuant to Section 34(17) of the *Planning Act*, no further notice be given;

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

- a presentation from P. Kitson, Vice President, Planning and Development, Westdell Development Corporation;

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

- S. Allen, MHBC Planning;
- L. Goddard; and,
- C. Ironside;

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; and,
- the recommended amendment facilitates intensification of an underutilized site at an intensity appropriate for a Transit Village Place Type;

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-D09)

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

Motion Passed (5 to 0)

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.7 934 Oxford Street West (Z-9733)

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

That, on the recommendation of the Director, Planning and Development, based on the application by 2419361 Ontario Inc., relating to the property located at 934 Oxford Street West, the proposed by-law appended to the staff report dated July 16, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-10) Zone TO a Holding Residential R8 Special Provision (h-89*R8-4(_)) Zone;

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

- a communication dated July 12, 2024 from R. and J. Melvin;

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

- A. Youssef;
- A. Smye; and,
- A. Mohseni-Khalesi;

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

- the recommended amendment is consistent with the Provincial Policy Statement 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to Key Directions, City Design and Building policies, and the Neighbourhood Place Type policies; and,
- the recommended amendment 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-D09)

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.8 359 Wellington Road and 657 Base Line Road East (Z-9719)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by LJM Developments Ltd., (c/o A.J. Clarke & Associates Ltd.), relating to the property located at 359 Wellington Road and 657 Base Line Road East:

a) the proposed by-law appended to the staff report dated July 16, 2024 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Rapid Transit Corridor Place Type and by ADDING the subject lands to Map 7 – Specific Policy Areas – of the Official Plan;

b) the proposed by-law appended to the staff report dated July 16, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM a Residential/Bonus (R1-6*B-43) Zone and Automobile Service Station (SS1) Zone, TO a Residential R9 Special Provision (R9-7(_)) Zone;

c) the requested Special Provision to reduce the required bicycle parking ratio from 1.0 spaces per unit to 0.7 spaces per unit BE REFUSED for the following reason:

i) the inability to accommodate bicycle parking for all units signifies an over-intensification of the site and does not promote the use of active transportation to residents;

d) the Site Plan Approval Authority BE REQUESTED to consider the following during the site plan process:

i) consultation with the Municipal Housing Development division for the provision of three (3) or more affordable units;
ii) landscaping to include at minimum 50% native species, with no invasive species planted;
iii) investigate renewable sources of energy such as solar for the roof and sides of the building, and geothermal for interior heating and cooling;
iv) investigate air source heat pump options;
v) include a minimum of 5% EV charging spots roughed in;
vi) utilize bird friendly policies using the CSA standard;
vii) provide a minimum 50% transparent glazing on the first storey facing public streets and multiple pedestrian connections from the building to the public sidewalks to promote walkability and transit usage;
viii) provide building articulation and stepbacks to create a human scale and mitigate impacts of the tall building;
ix) provide weather protection and implement the recommendations of the wind study to ensure a comfortable pedestrian environment;
x) explore opportunities to increase the amount of outdoor amenity space; and,
xi) update the Traffic Impact Assessment and implement recommendations, including access restrictions;

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

- a presentation from F. Kloibhofer, A.J. Clarke and Associates Ltd.;

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

- F. Kloibhofer, A.J. Clarke and Associates Ltd.; and,
- J. Herbert;

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

- the 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, promote transit-supportive development and support long-term economic prosperity;
- the amendments conform to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Rapid Transit Corridor Place Type policies; and will facilitate a built form that contributes to achieving a compact City;
- the recommended amendments facilitate the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill and redevelopment; and,
- the recommended amendments would permit a 23-storey, 250-unit apartment building in a form 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-D09)

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.9 1725-1737 Richmond Street (Z-9741)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Richmond Hyland Inc. c/o Paul Kitson, Westdell Development Corporation, relating to the property located at 1727-1737 Richmond Street:

a) the proposed by-law appended to the staff report dated July 16, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ ASA2(3)/ASA3(15)) Zone TO a Business District Commercial Special Provision (BDC1(*)) Zone and a Business District Commercial Special Provision (BDC1(**)) Zone;

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

i) details regarding a paratransit layby for Tower 3, separate from the one provided for Tower 1, be determined;
ii) explore options to provide a common outdoor amenity space for Tower 2 suitable in size with features to accommodate the anticipated population of this tower. As the proposal is currently overparked, consider redesigning the surface parking area to replace parking spaces with amenity space, while maintaining access to the structured parking;
iii) provide a north-south pedestrian connection internal to the site from the proposed to the existing commercial buildings to the south;
iv) explore options to provide a common outdoor amenity space suitable in size and features to accommodate the anticipated population of Tower 3;
v) update the Shadow Study to include existing and proposed buildings in Phases 1, 2 & 3;
vi) incorporate a creative architectural treatment around the structured parking in the podium of Tower 2;

vii) incorporate green infrastructure and/or features for Low Impact Development (LID) into the site design.
viii) consider alternative options for the design of the parking garage ramp for Tower 3;
ix) update the existing Transportation Impact assessment with additional vehicle turning analysis for Tower 3 ramp and garage exit; Review access management for the North Centre Road driveway;
x) details regarding parkland dedication in the amount of 0.5 ha of land, in accordance with the Masonville Secondary Plan, be determined;
xi) landscaping to include at minimum 50% native species, with no invasive species planted;
xii) investigate renewable sources of energy such as solar for the roof and sides of the building, and geothermal for interior heating and cooling;
xiii) investigate air source heat pump options; and,
xiv) utilize bird friendly policies using the CSA standard;

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

- L. Jamieson, Zelinka Priamo Ltd.; and,
- A. Mustard-Thompson;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment is in conformity with the in-force policies of the Masonville Secondary Plan;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, City Building, and the Transit Village Place Type, and will facilitate a built form that contributes to achieving a compact, mixed-use city; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D09)

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

Motion Passed (5 to 0)

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

4. Items for Direction

4.1 Requests for Delegation – Centennial Central Public School Sanitary Service Connection

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

That the following actions be taken with respect to the request from the Municipality of Middlesex Centre and the Thames Valley District School Board regarding sanitary servicing for Centennial Central Public School:

a) authority BE DELEGATED to the Deputy City Manager, Environment and Infrastructure, to approve an agreement between the City and the Thames Valley District School Board for the provision of sanitary servicing to Centennial Central Public School;

b) the Mayor and the City Clerk BE AUTHORIZED to execute the Agreement approved by the Deputy City Manager, Environment and Infrastructure; and,

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

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

- a communication dated July 8, 2024 from G. Vogt, Superintendent, Facility Services and Capital Planning, Thames Valley District School Board; and,
- a communication dated July 8, 2024 from R. Cascaden, Director of Public Works and Engineering, Municipality of Middlesex Centre;

it being further noted that the Planning and Environment Committee heard verbal delegations from the following in conjunction with these matters:

- G. Vogt, Superintendent, Facility Services and Capital Planning, Thames Valley District School Board; and,
- S. Bergman, Planner, Municipality of Middlesex Centre.

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

Motion Passed (5 to 0)

Additional Votes:

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

That G. Vogt, Superintendent, Facility Services and Capital Planning, Thames Valley District School Board and R. Cascaden, Director of Public Works and Engineering, Municipality of Middlesex Centre, BE GRANTED delegation status with respect to the Centennial Central Public School sanitary service connection.

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

Motion Passed (5 to 0)

4.2 Request for Delegation - Middlesex Centre Sanitary Servicing Agreement, 2000

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

That the Deputy City Manager, Environment and Infrastructure, BE REQUESTED to report back with an analysis of the Sanitary Servicing Agreement request made by the Municipality of Middlesex Centre, including planning, technical, and financial considerations;

it being pointed out that the Planning and Environment Committee heard a verbal delegation from S. Bergman, Planner, Municipality of Middlesex Centre, with respect to these matters;

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

- a communication dated July 8, 2024, from A. DeViet, Mayor, Municipality of Middlesex Centre.

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

Motion Passed (5 to 0)

Additional Votes:

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

That S. Bergman, Planner, Middlesex Centre, BE GRANTED delegation status with respect to the Middlesex Centre Sanitary Servicing Agreement, 2000.

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

Motion Passed (5 to 0)

4.3 Urban Forest Canopy - Councillor S. Franke and Councillor C. Rahman

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

That, the following matters be included on the Planning and Environment Committee Deferred Matters List:

a) the Civic Administration BE DIRECTED to provide information and associated recommended actions on the following matters in Q4 of 2024:

i) Urban Forestry Strategy Monitoring Report:

A) a status update of initiatives identified in the Urban Forestry Strategy Implementation Plan;
B) the requirements to effect The London Plan policies for tree replanting and/or compensation with development applications;
C) opportunities to establish large designed planting sites (e.g., an arboretum or new woodland habitat); and,
D) opportunities to require better soil amendments in new developments;

b) the Civic Administration BE DIRECTED to provide information and associated recommended actions on the following matters in Q4 of 2024:

i) Tree Planting Strategy:
A) updated policies and numerical standards related to resident input for boulevard tree planting, soil suitability for boulevard tree planting, and selection of tree species to be planted;
B) specific planting targets for geographic areas of the City; and,
C) additional planting opportunities on City-owned lands and partnerships with consenting institutional land owners (e.g., schools, hospitals, universities, colleges, etc.);

c) the Civic Administration engage where applicable in stakeholder consultation on these items, including engaging the general public, local agencies, relevant advisory committees and the development industry. (2024-E04)

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

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

That the July 16, 2024 Deferred Matters List BE RECEIVED.

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

Motion Passed (5 to 0)

5.2 (ADDED) 7th Report of the Community Advisory Committee on Planning

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

That the 7th Report of the Community Advisory Committee on Planning, from its meeting held on July 10, 2024 BE RECEIVED for information.

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

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 4:59 PM.

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

Motion Passed (5 to 0)

Appendix A – Zoning Bylaw Amendment

Bill No.(number to be inserted by Clerk's Office)

2023

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1 Fallons Lane.

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 1 Fallons Lane, as shown on the attached map **FROM** a Neighbourhood Facility (NF1) Zone, **TO** a Residential 8 Special Provision (R8-4(_)) Zone.

2. Section Number 12.4 of the Residential R8-4 Zone is amended by adding the following Special Provisions:

   R8-4(_) 1 Fallons Lane

   a. Regulations

      i) Front Yard Depth (min) – 4.3 metres

      ii) Interior (East) Side Yard Setback (min) – 2.9 metres

      iii) Building Height (max) – 22.0 metres

      iv) Density (max) – 182.5 units per hectare

      v) Bicycle Parking Spaces (min) – 26 long-term spaces and 5 short-term spaces

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990,* c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

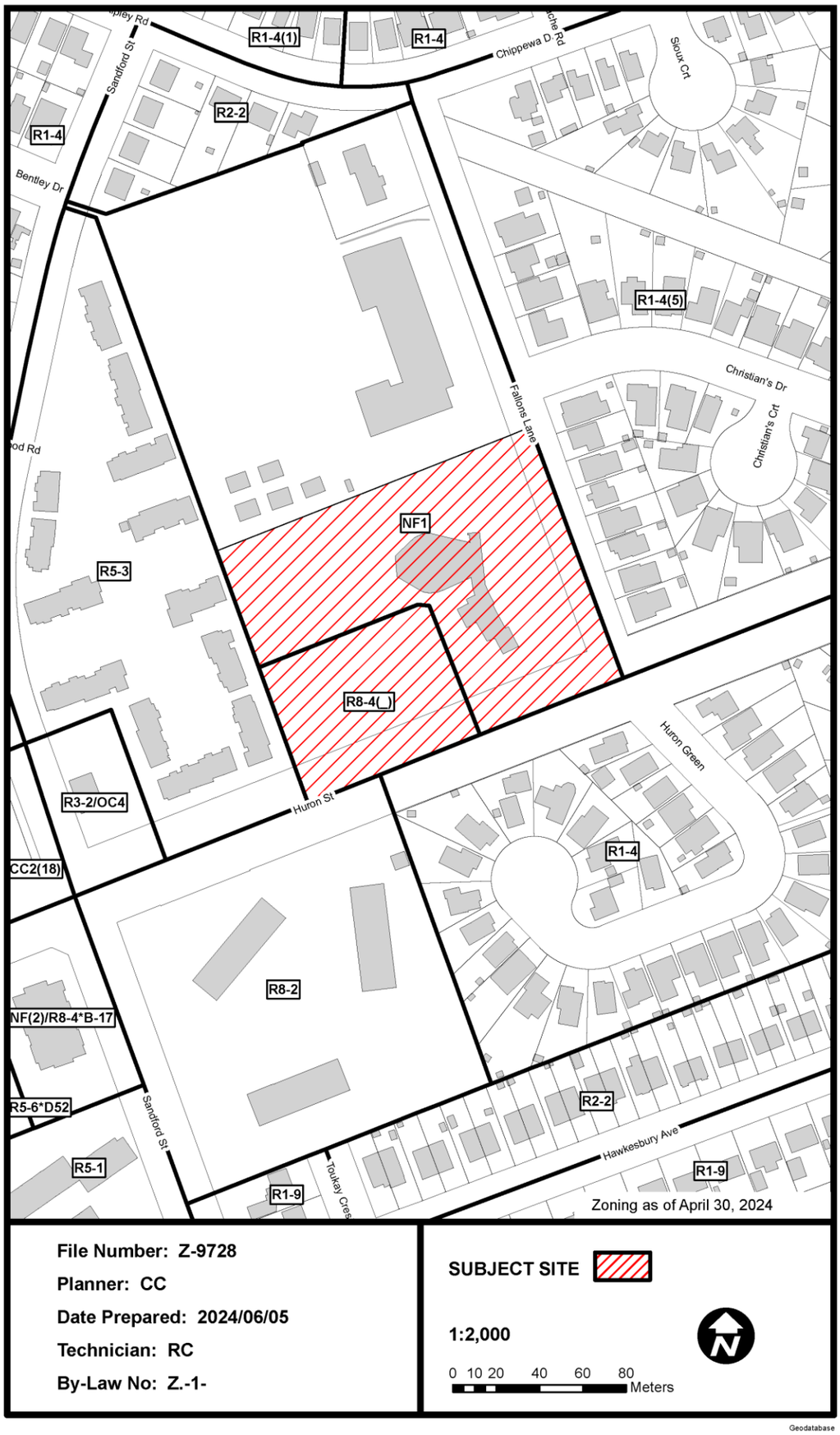
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. (number to be inserted by Clerk's Office)
2024

By-law No. C.P.-XXXX-

A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 3392 Wonderland Road South

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

1. Amendment No. (to be inserted by Clerk's Office) to the Official Plan, The London 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 July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT NO.
to the
OFFICIAL PLAN, THE LONDON PLAN, FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

1. To add a policy to the Specific Policies for the Neighbourhoods Place Type and Shopping Area Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit a range of additional uses.

2. To add a policy to the Wonderland Road Community Enterprise Corridor designation and the Medium Density Residential designation of the Southwest Area Secondary Plan (SWAP) to permit a range of additional uses.

LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3392 Wonderland Road South in the City of London.

B. BASIS OF THE AMENDMENT

The site-specific amendment would allow for the repurposing of the existing building stock, to permit limited commercial, which do not adversely impact existing light industrial uses and provide transition to future residential uses. The recommended amendment is consistent with the PPS 2020, which promotes economic development and competitiveness by providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs, and by providing opportunities for a diversified economic base. The recommended amendment conforms to The London Plan, including, but not limited to the evaluation criteria for Specific Policy Areas, the Neighbourhoods Place Type, Shopping Area Place Type and the Wonderland Road Community Enterprise Corridor policies.

C. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of Official Plan, The London Plan, of the City of London is amended by adding the following:

(__) 3392 Wonderland Road South

For the lands in the Neighbourhoods Place Type located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.

2. Specific Policies for the Shopping Area Place Type of Official Plan, The London Plan, of the City of London is amended by adding the following:

(__) 3392 Wonderland Road South

For the lands in the Shopping Area Place Type located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in

conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.

3. Map 7 – Specific Policy Areas, to the Official Plan, The London Plan, for the City of London Planning Areas is amended by adding a Specific Policy Area for the lands located at 3392 Wonderland Road South in the City of London, as indicated on “Schedule 1” attached hereto.

4. Specific policies to the Medium Density Residential designation within the Wonderland Boulevard Neighbourhood of the Southwest Area Secondary Plan (SWAP), of the City of London is Amended by adding the following:

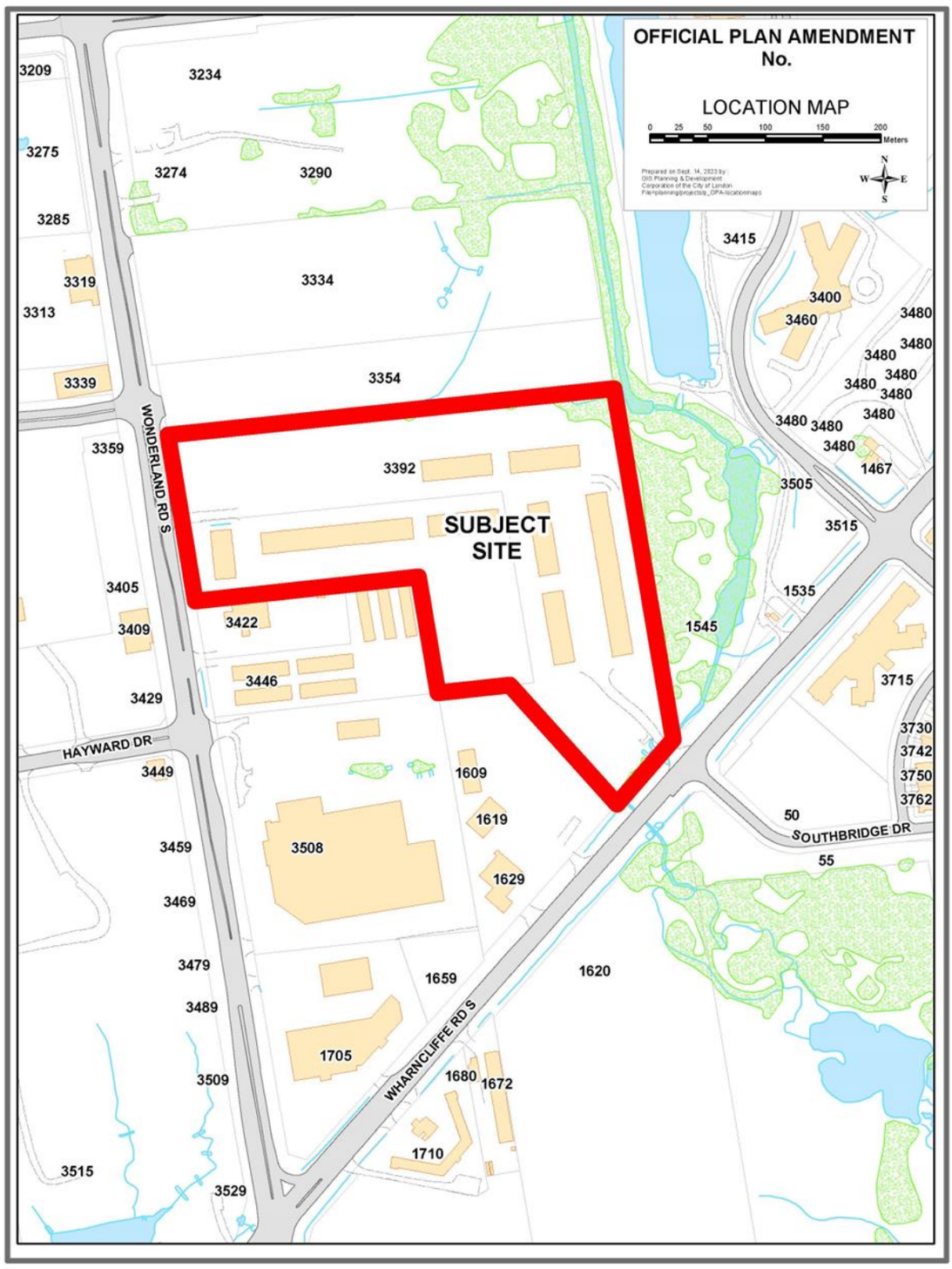
   (__) 3392 Wonderland Road South

   For the lands in the Medium Density Residential Designation located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.

5. Specific policies to the Wonderland Road Community Enterprise Corridor designation within the Wonderland Boulevard Neighbourhood of the Southwest Area Secondary Plan (SWAP), of the City of London is Amended by adding the following:

   (__) 3392 Wonderland Road South

   For the lands in the Wonderland Road Community Enterprise Corridor Designation located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.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SUBJECT SITE
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HAYWARD DR
WHARNCLIFFE RD S
SOUTHBRIDGE DR
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3234
3275
3274
3290
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3313
3339
3354
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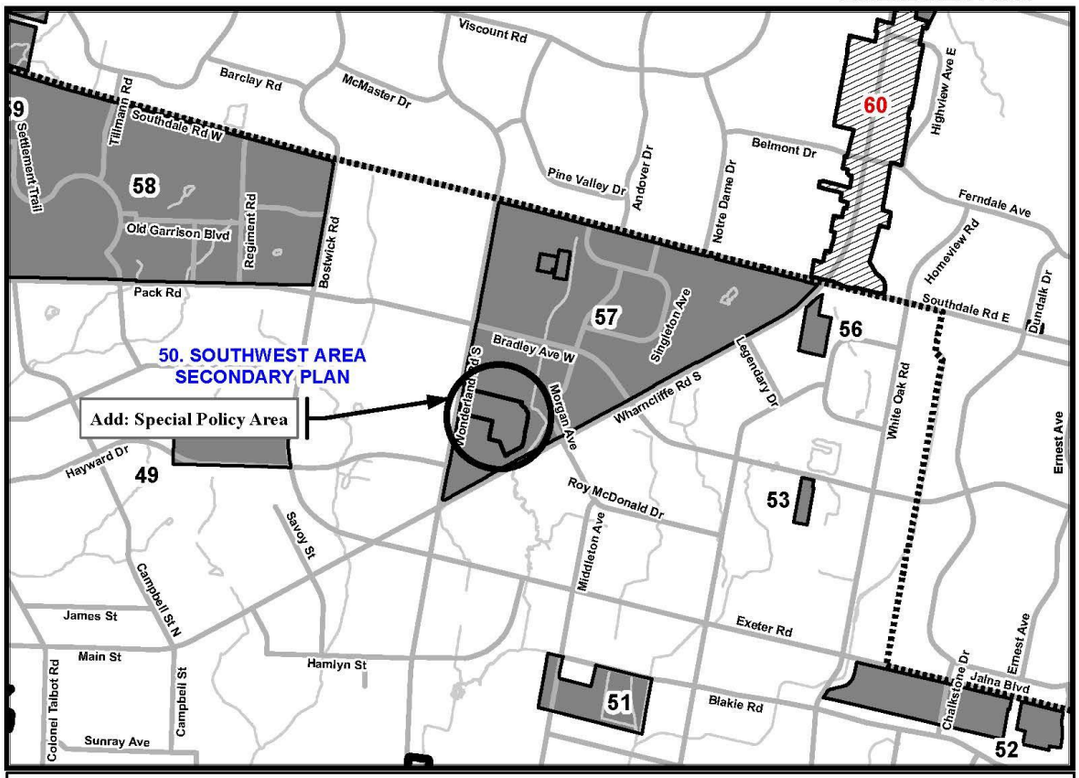
AMENDMENT NO:



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE # TO

OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development

Scale 1:30,000

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Meters

FILE NUMBER:	OZ-9730
PLANNER:	BH
TECHNICIAN:	JI
DATE:	6/12/2024

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Official Plan Amendment

Bill No. (number to be inserted by Clerk's Office)

2024

By-law No. C.P.-XXXX-

A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 1105 Wellington Road

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

3. Amendment No. (to be inserted by Clerk's Office) to the Official Plan, The London 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.

4. 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 July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan

Mayor

Michael Schulthess

City Clerk

First Reading – July 23, 2024

Second Reading – July 23, 2024

Third Reading – July 23, 2024

AMENDMENT NO.

to the

OFFICIAL PLAN, THE LONDON PLAN, FOR THE CITY OF LONDON

D. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Transit Village Place Type and add the subject lands to Map 7 – Specific Policy Areas - of the City of London to permit a maximum building height of 32 storeys.

E. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1105 Wellington Road in the City of London.

F. BASIS OF THE AMENDMENT

In the opinion of Council, apartment buildings with a maximum height of 32 storeys on the subject lands are appropriate.

G. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

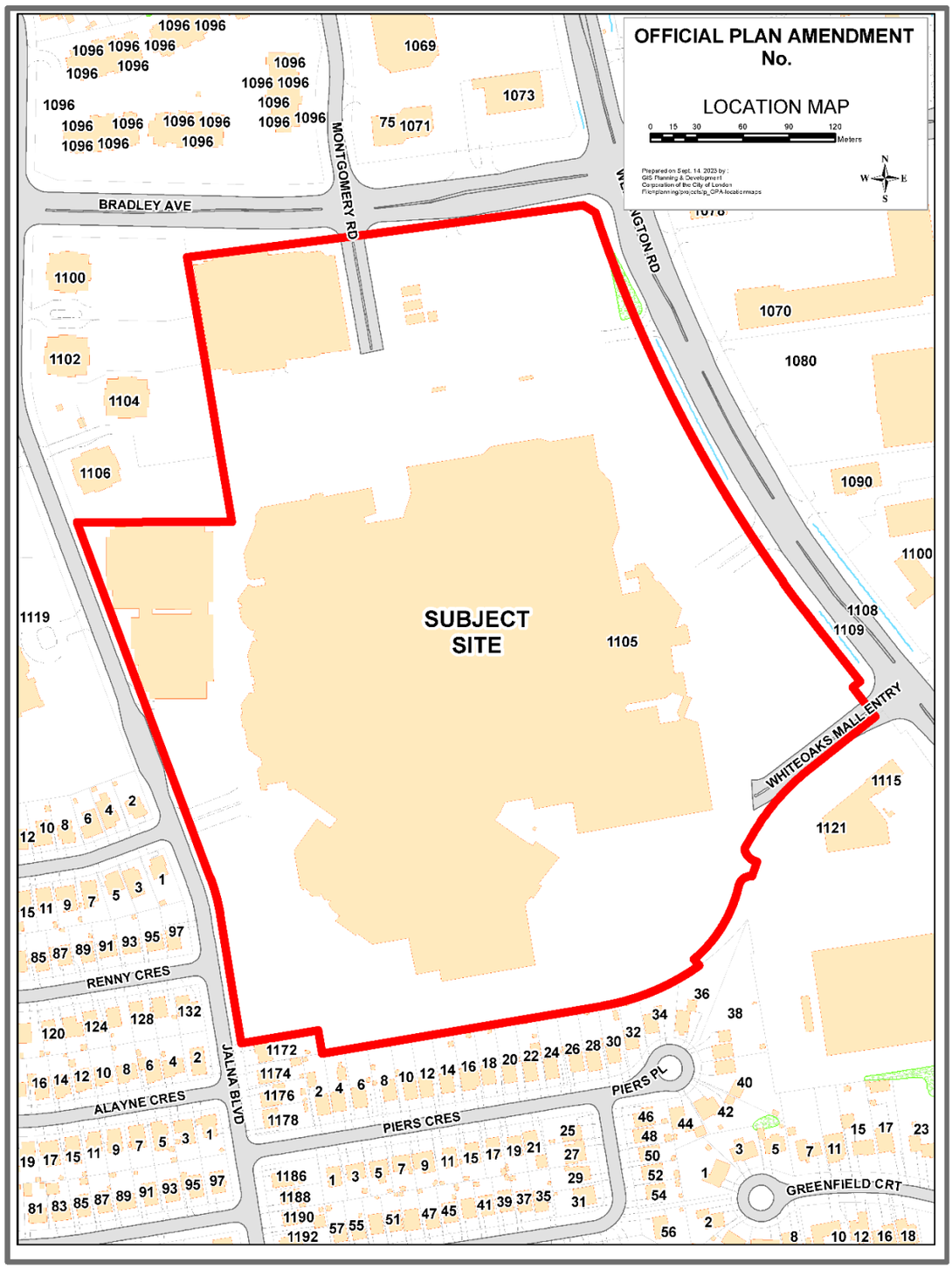
1. Specific Policies for the Transit Village Place Type of Official Plan, The London Plan, for the City of London is amended by adding the following:

   (__) 1105 Wellington Road

   In the Transit Village Place Type at 1105 Wellington Road, a maximum height of 32 storeys is permitted.

2. Map 7 - Specific Policy Areas, to the Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1105 Wellington Road in the City of London, as indicated on “Schedule 1” attached hereto.

“Schedule 1”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No.
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Meters
Prepared on Sept. 14, 2023 by :
GIS Planning & Development
Corporation of the City of London
File:planning/projects/p_OPA location.mxd
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SUBJECT SITE
1105
BRADLEY AVE
MONTGOMERY RD
WHITEOAKS MALL ENTRY
RENNY CRES
ALAYNE CRES
JALNA BLVD
PIERS CRES
PIERS PL
GREENFIELD CRT
1069
1073
1071
1070
1080
1090
1100
1102
1104
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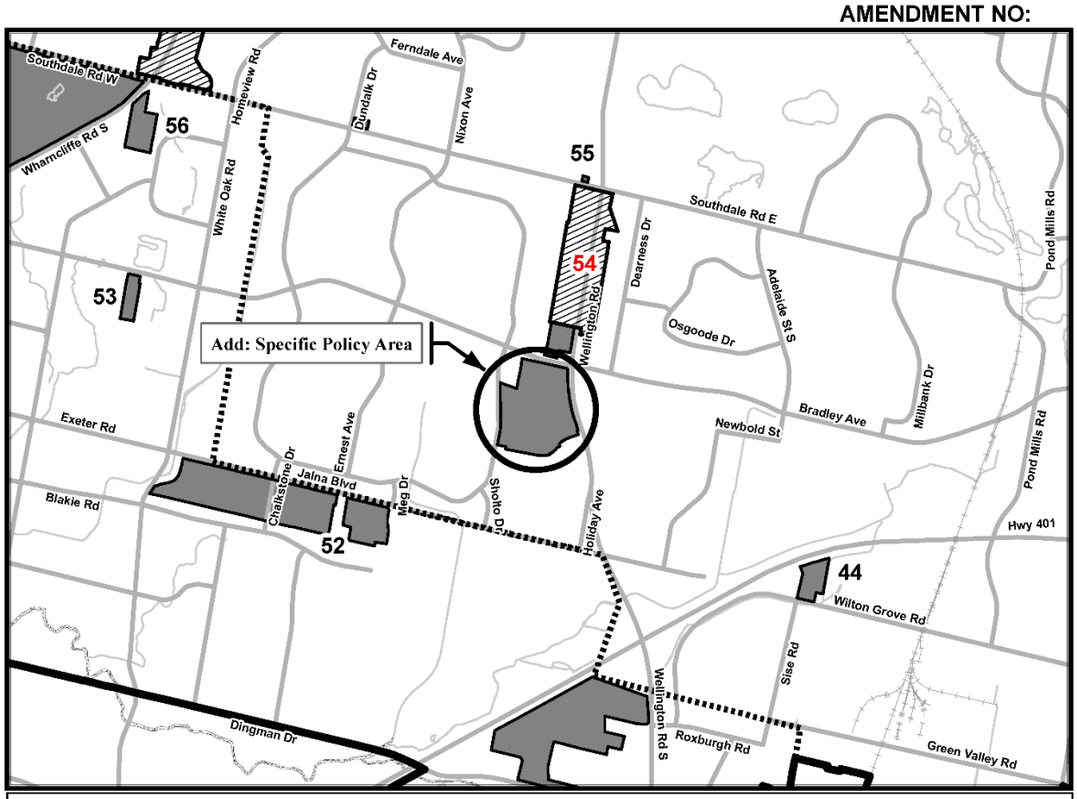
AMENDMENT NO:



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE 1
TO

OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development

Scale 1:30,000

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Meters

FILE NUMBER:	OZ-9725
PLANNER:	CM
TECHNICIAN:	RC
DATE:	6/26/2024

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Zoning By-law Amendment

Bill No.(number to be inserted by Clerk's Office)

2024

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1105 Wellington Road

WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

3. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1105 Wellington Road, as shown on the attached map **FROM** Regional Shopping Area (RSA4) Zone **TO** a Regional Shopping Area/Residential R10 Special Provision (RSA4/R10-5(_)*H115*D750) Zone

4. Section Number 14.4) of the Residential R10 (R10-5) Zone is amended by adding the following Special Provisions:

   R10-5(_) 1105 Wellington Road

   b. Regulations

   i) Front Yard Depth (Minimum) – 1.5 metres
   ii) Interior Side Yard Depth (Minimum) – 1.5 metres
   iii) Rear Yard Depth (Minimum) – 7.5 metres
   iv) Lot Coverage (Maximum) – 80%
   v) Building Height (Maximum) – 115 metres
   vi) Density (Maximum) – 750 units per hectare

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990,* c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

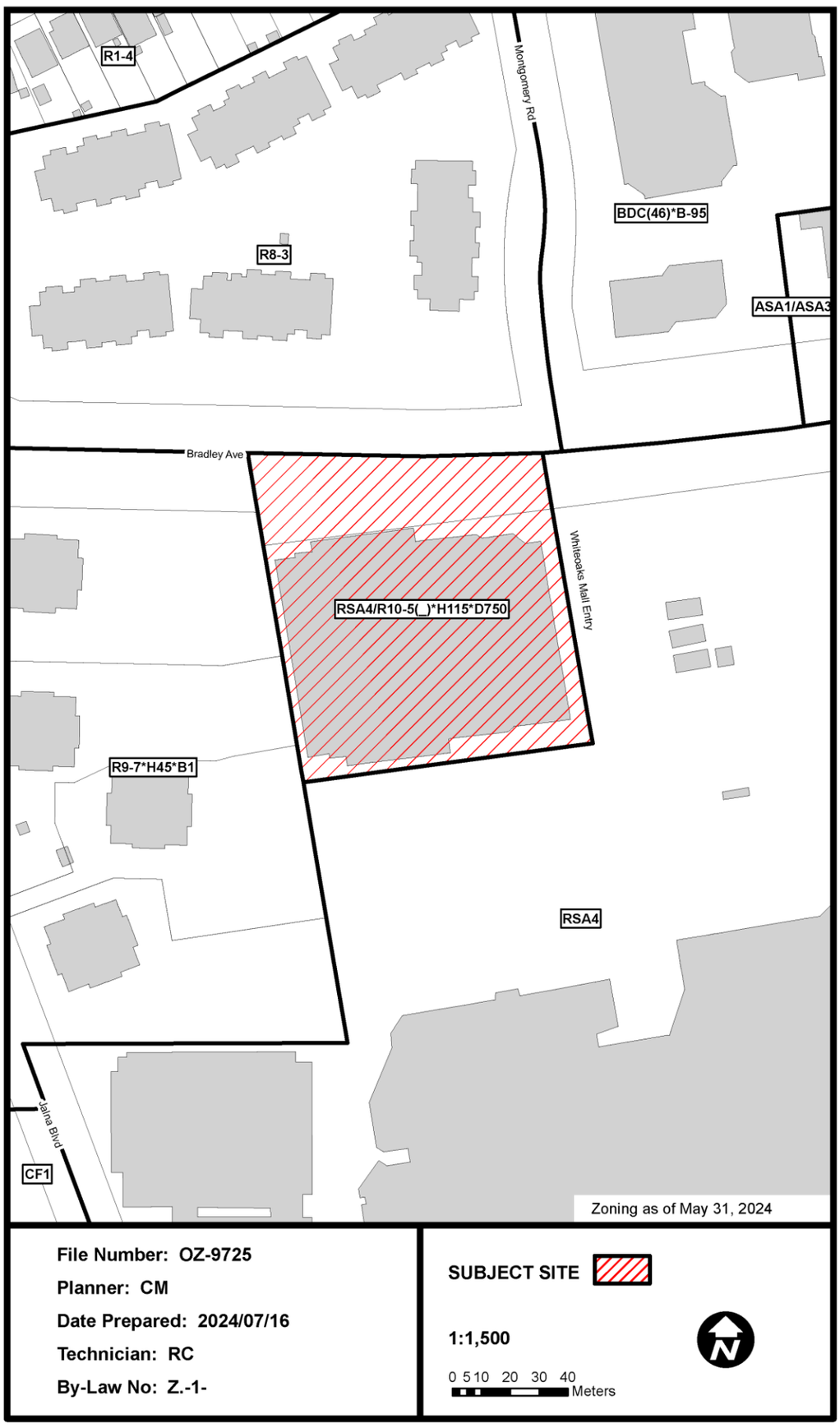
PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Corporate Services Committee
Report

12th Meeting of the Corporate Services Committee
July 17, 2024

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

ABSENT: S. Stevenson

ALSO PRESENT: Councillor J. Pribil; S. Datars Bere, B. Baar, A. Barbon, I. Collins, J. Dann, D. Freeman, J. McMillan, K. Murray, A. Ostrowski, J. Paradis, T. Pollitt, R. Sanderson, E. Skalski, C. Smith, L. Stewart, J. Taylor, J. Wills

Remote attendance: 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 to 2.6 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 Municipal Funding Agreement on the Canada Community-Building Fund

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Municipal Funding Agreement on the Canada Community-Building Fund:

a) the proposed by-law as appended to the staff report dated July 17, 2024 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to:

i) approve the Municipal Funding Agreement (“Agreement”) on the Canada Community-Building Fund between the Association of Municipalities of Ontario (AMO) and The Corporation of the City of London attached as Schedule 1;

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

iii) authorize the Deputy City Manager, Finance Supports to approve any future amending agreements between the Association of Municipalities of Ontario (AMO) and The Corporation of the City of London with respect to

the Canada Community-Building Fund;

iv) authorize the Mayor and City Clerk to execute any future amending agreements between the Association of Municipalities of Ontario (AMO) and The Corporation of the City of London with respect to the Canada Community-Building Fund approved by the Deputy City Manager, Finance Supports;

v) authorize the Deputy City Manager, Finance Supports (or designate) to execute any reports required under the Agreement; and

vi) authorize the Deputy City Manager, Finance Supports (or designate) to undertake all the administrative acts that are necessary in connection with this Agreement;

b) the above-noted staff report BE RECEIVED.

Motion Passed

2.2 2023 Portfolio Investments Report

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2023 Portfolio Investments Report, providing a summary of the performance of the City of London's investments, BE RECEIVED for information.

Motion Passed

2.3 City of London Vacant Residential Property Study

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the consideration to implement a vacant home tax in London:

a) the "City of London Vacant Residential Unit Study – Vacant Home Tax Feasibility Review Report" (Appendix "A" as appended to the staff report) BE RECEIVED for information;

b) the Civic Administration TAKE NO FURTHER ACTION towards implementation of a Vacant Home Tax using the mandatory declaration model at this time; and

c) the Civic Administration BE DIRECTED to further investigate the alternative strategies identified in the study to reduce the number of vacant residential units.

Motion Passed

2.4 Transfer of Part III and Part IX Prosecutions from the Province of Ontario, Ministry of the Attorney General to The Corporation of the City of London

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

That on the recommendation of the Deputy City Manager, Legal Services, the following actions be taken with respect to the transfer of Part III and Part IX prosecutions from the Province of Ontario, Ministry of the Attorney General:

a) the proposed by-law, as appended to the staff report dated July 17, 2024 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to:

i) approve the Interim Transfer Agreement between His Majesty the King in Right of Ontario as Represented by the Attorney General and the Corporation of the City of London related to the transfer of responsibility for certain prosecutions under Parts III and IX of the Provincial Offences Act (“Agreement”) appended to the staff report as Schedule “A”;

ii) delegate authority to the Deputy City Manager, Legal Services to approve any future amending agreements related to the Agreement; and

iii) authorize the Mayor and City Clerk to execute all agreements between the City and the Province, and any other documents as may be required from time to time related to the transfer of certain prosecutions commenced under Parts III and IX of the *Provincial Offences Act* from the Ministry of the Attorney General to the City of London, each in a form satisfactory to the Deputy City Manager, Legal Services;

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

c) the report BE RECEIVED for the consideration of Council.

Motion Passed

2.5 Ministry of Transportation DriveON Program

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

That, on the recommendation of the Deputy City Managers of Finance Supports, and Neighbourhood and Community-Wide Services, the following actions be taken:

a) the DriveON Program Performance Contract between His Majesty the King in Right of Ontario, as represented by the Director of Vehicle Inspection Standards, Ministry of Transportation and the Corporation of the City of London BE APPROVED to facilitate the City’s participation in the Ontario Ministry of Transportation’s DriveON Emissions and Safety Inspection Program;

b) a Sole Source procurement in accordance with Section 14.3 (c) of the City of London’s Procurement of Goods and Services Policy BE APPROVED with Parsons Inc. in relation to an Equipment Purchase and Maintenance Agreement and Pre-Authorized Debit Agreement required as a condition of transitioning to the DriveON Program;

c) the Deputy City Manager, Finance Supports, or designate, BE AUTHORIZED to execute the above agreements and to approve and execute any amending or other agreements necessary to facilitate the City’s transition to the DriveON Program;

d) the Deputy City Manager, Neighbourhood and Community-Wide Services, or designate, BE AUTHORIZED to execute the above

agreements and to approve and execute any amending or other agreements necessary to facilitate the City's transition to the DriveON Program; and

e) the proposed by-law, as appended to the staff report dated July 17, 2024 as Appendix "A", BE INTRODUCED at the Council meeting to be held on July 23, 2024 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions in connection with the DriveON Program.

Motion Passed

2.6 London Representation at the Federation of Canadian Municipalities (FCM) - Councillor S. Franke and Mayor J. Morgan

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

That the communication dated July 8, 2024 from Councillor S. Franke and Mayor J. Morgan with respect to the Federation of Canadian Municipalities annual conference held on June 6-9, 2024 BE RECEIVED.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

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

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

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

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

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

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

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

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

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

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

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

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

6.7 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.

6.8 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City.

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

Absent: (1): S. Stevenson

Motion Passed (4 to 0)

The Corporate Services Committee convenes In Closed Session from 1:25 PM to 1:53 PM.

7. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:56 PM.

Community and Protective Services Committee
Report

9th Meeting of the Community and Protective Services Committee
July 15, 2024

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

ABSENT: E. Peloza

ALSO PRESENT: Deputy Mayor S. Lewis; Councillor A. Hopkins; M. Butlin, S. Corman, K. Dawtrey, M. Dellamora, K. Dickins, D. Escobar, M. Feldberg, L. Hancock, M. Hefferton, W. Jeffrey, P. Ladouceur, E. Ling, L. Marshall, S. Mathers, J.P. McGonigle, N. Musicco, K. Pawelec, J. Senese, C. Smith, J. Straub and J. Bunn (Committee Clerk)

Remote Attendance: Councillor C. Rahman; M. Schulthess

The meeting was called to order at 1:04 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That Items 2.1 to 2.5, 2.7, 2.8 and 2.10 BE APPROVED.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

2.1 2025 Mayor's New Year's Honour List - Call for Nominations

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

That the communication, dated June 27, 2024, from the City Clerk and the Deputy City Clerks, with respect to the 2025 Mayor’s New Year’s Honour List Call for Nominations, BE RECEIVED. (2024-M11)

Motion Passed

2.2 6th and 7th Reports of the Animal Welfare Community Advisory Committee

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

That the following actions be taken with respect to the 6th and 7th Reports of the Animal Welfare Community Advisory Committee (AWCAC):

a) the following actions be taken with respect to the 6th Report of the AWCAC, from the meeting held on June 6, 2024:

i) the following actions be taken with respect to Rodenticide use in City facilities:

A) the Senior Manager of Facilities BE INVITED to attend a future Animal Welfare Community Advisory Committee meeting prior to the City renewing its contract for pest control service in 2025 to review the scope of the contract and discuss alternative strategies to use of poison at municipal facilities; and,
B) a Working Group BE ESTABLISHED to prepare recommendations for print and online communications to support public education about best practices to prevent rodent infestations and apply rodent exclusion methods at residential buildings;

it being noted that the Animal Welfare Community Advisory Committee received a communication from the Animal Welfare Community Advisory Committee and the Environmental Stewardship and Action Community Advisory Committee and held a general discussion with respect to these matters;

ii) clauses 1.1, 3.1, 5.1, 5.2 and 5.4 to 5.6 BE RECEIVED;

b) the 7th Report of the AWCAC from the meeting held on July 4, 2024 BE RECEIVED.

Motion Passed

2.3 3rd Report of the Accessibility Community Advisory Committee

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

That the 3rd Report of the Accessibility Community Advisory Committee, from the meeting held on June 27, 2024, BE RECEIVED.

Motion Passed

2.4 RFP-2024-100 Prime Consulting Services for CHOCC Teaching Kitchen and Elevator

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

That, on the recommendation of the Deputy City Manager, Finance Supports and Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated July 15, 2024, related to RFP-2024-100 Prime Consulting Services for CHOCC Teaching Kitchen and Elevator:

a) the proposal submitted by 17\21 architects inc., 1065 Valetta St, London, for the Prime Consultant Services for CHOCC Teaching Kitchen and Elevator project for a fee of $152,015.00 (excluding HST) BE ACCEPTED; it being noted that the evaluation team determined the proposal submitted by 17\21 architects inc. provided the best technical and financial value to the Corporation, met the City’s requirements in all areas and acceptance is in accordance with section 15.2 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 Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the project;

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 a contract or any other documents, if required, to give effect to these recommendations. (2024-A19)

Motion Passed

2.5 RFP-2024-135 Prime Consulting Services for Kinsmen Arena Deep Energy Retrofit

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

That, on the recommendation of the Deputy City Manager, Finance Supports and Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated July 15, 2024, related to RFP-2024-135 Prime Consulting Services for Kinsmen Arena Deep Energy Retrofit:

a) the proposal submitted by J.L. Richards & Associates Limited, 450 Speedvale Avenue West, Suite 107 in Guelph, for the Prime Consultant Services for the Kinsmen Arena Deep Energy Retrofit project for a fee of $199,595.00 (excluding HST) BE ACCEPTED; it being noted that the evaluation team determined the proposal submitted by J.L. Richards & Associates Limited provided the best technical and financial value to the Corporation, met the City's requirements in all areas and acceptance is in accordance with section 15.2 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 Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the project;

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 a contract or any other documents, if required, to give effect to these recommendations. (2024-A19)

Motion Passed

2.7 Administrative Monetary Penalty (AMPS) By-law - Housekeeping Amendments

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

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 July 15, 2024, related to Administrative Monetary Penalty (AMPS) By-law Housekeeping Amendments:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024, to amend By-law No. A-54, being "A by-law to implement an Administrative Monetary Penalty System in London"; 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 July 23,

2024, to amend By-law No. PW-11, being “A by-law to provide for the sale of fireworks and the setting off of fireworks and pyrotechnics within the City of London, and for requiring a permit and imposing conditions”. (2024-C01)

Motion Passed

2.8 Vision SOHO - Amendment to Contribution Agreement with Chelsea Green Community Homes Society

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

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 July 15, 2024, related to the Vision SoHo Amendment to the Contribution Agreement with Chelsea Green Community Homes Society:

a) the Civic Administration BE AUTHORIZED to release funds attributed to the Roadmap grant and soil remediation forgivable loan to an upset limit of $1,071,675 and amend the Municipal Contribution Agreement to reflect the change under the existing delegation;

b) the Civic Administration BE AUTHORIZED to release the remaining funds for soils and grants as outlined in the contribution agreement on confirmation of property tax exemption. (2024-L04A)

Motion Passed

2.10 Affordable Residential Unit Development Charge Exemption Agreements

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

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 July 15, 2024, related to Affordable Residential Unit Development Charge Exemption 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 July 23, 2024, to:

i) approve the Affordable Residential Unit Rental Development Charge Exemption Agreement template, as appended to the above-noted by-law;
ii) approve the Affordable Residential Unit Ownership Development Charge Exemption Agreement template, as appended to the above-noted by-law;
iii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve amendments to the above-noted Agreements; and,
iv) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to execute the above-noted Agreements, which may be amended pursuant to the Deputy City Manager, Planning and Economic Development’s authority;

b) the above-noted staff report BE RECEIVED. (2024-L04A)

Motion Passed

2.6 Subsidized Transit Program Update

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

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated July 15, 2024, with respect to a Subsidized Transit Program Update, BE RECEIVED; it being noted that a verbal delegation from J. Salisbury, with respect to this matter, was received. (2024-S04)

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

Additional Votes:

Moved by: J. Pribil
Seconded by: H. McAlister

Motion to approve the request for delegation from J. Salisbury to be heard at this meeting.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

2.9 Update to the Roadmap to 3,000 Affordable Units - "Roadmap 2.0"

Moved by: H. McAlister
Seconded by: J. Pribil

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 July 15, 2024, related to an Update to the Roadmap to 3,000 Affordable Units “Roadmap 2.0”:

a) the Civic Administration BE AUTHORIZED to allocate up to $45,000 per affordable housing unit under the Roadmap to 3,000 for new projects that have not received approval from Council to enter into a contribution agreement;

b) the Civic Administration BE AUTHORIZED to direct $10,000,000 of the Housing Accelerator Fund affordable housing grant to expand the programs and activities under the Roadmap to 3,000;

c) the Civic Administration BE AUTHORIZED to direct $10,000,000 of Housing Accelerator Fund investment to the Highly Supportive Housing plan and programs under the Whole of Community System Response; and,

d) the Civic Administration BE DIRECTED to prioritize pre-development and development support to London & Middlesex Community Housing Inc. and all Social and Community Housing Boards for redevelopment projects at publicly funded housing properties; and,

e) the Civic Administration BE DIRECTED to assess the existing affordable unit bonus zones in Z-1 to consider a cash-in-lieu policy or other similar programs to enable the construction of new affordable units in London, and report back to Council with recommendations. (2024-S11)

Motion Passed

Additional Votes:

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

Motion to add an additional part e) which reads as follows:

e) the Civic Administration BE DIRECTED to assess the existing affordable unit bonus zones in Z-1 to consider a cash-in-lieu policy or other similar programs to enable the construction of new affordable units in London, and report back to Council with recommendations.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

Moved by: H. McAlister
Seconded by: J. Pribil

Motion to approve the main motion, as amended.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

2.11 Draft Advocacy Message Sign By-law

That the following actions be taken with respect to the staff report, dated July 15, 2024, related to a Draft Advocacy Message Sign By-law:

a) a public participation meeting BE HELD at a future meeting of the Community and Protective Services Committee with respect to the draft Advocacy Message Sign By-law, as appended to the above-noted staff report, as well as a by-law related to graphic images;

b) the draft Advocacy Message Sign By-law BE AMENDED to include additional wording under section 5.1, additional regulations, fourth bullet to read “with respect to a warning sign must be displayed alongside signage that shows images of deceased humans or animals, and must visibly state: ‘contains a Graphic Image(s) that may be offensive or disturbing to some people”; and,

c) the request for delegation from J. Bulsza, with respect to this matter, BE REFERRED to the future public participation meeting;

it being noted that communications, as appended to the Added Agenda, from the following individuals were received with respect to this matter:

- J. Bulsza;
- K. Lyng;
- C. Connell;
- L. Gibbons;
- R. Connell;
- B. Dow;
- D. Arcand;
- W.R. Myers;
- V. Gedge;
- T. Gainey;

- S. Glover;
- R. Gedge;
- B. Smith;
- E. Moyer; and,
- I. Longworth. (2024-C01A)

Motion Passed

Additional Votes:

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

Motion to refer the delegation request from J. Bulsza, as appended to the Added Agenda, to the future public participation meeting to be held with respect to this matter.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

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

That the motion be amended to add a new part:

That the draft Advocacy Message Sign By-law BE AMENDED to include additional wording under section 5.1, additional regulations, fourth bullet to read “with respect to a warning sign must be displayed alongside signage that shows images of deceased humans or animals, and must visibly state: ‘contains a Graphic Image(s) that may be offensive or disturbing to some people".

Yeas: (3): D. Ferreira, H. McAlister, and S. Trosow

Nays: (1): J. Pribil

Absent: (1): E. Peloza

Motion Passed (3 to 1)

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

Motion to approve the main motion as amended.

Yeas: (3): D. Ferreira, H. McAlister, and S. Trosow

Nays: (1): J. Pribil

Absent: (1): E. Peloza

Motion Passed (3 to 1)

3. Scheduled Items

3.1 PUBLIC PARTICIPATION MEETING - Renovictions - Renovation License and Relocation By-law Changes - Public Comments Received (To Date)

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

That the following actions be taken with respect to the staff report, dated July 15, 2024, with respect to Renovicions: Renovation License and Relocation By-law Changes and public comments received (to date):

a) the above-noted staff report BE RECEIVED for information purposes to summarize the comments received so far from the public regarding proposed amendments to the business licensing by-law to introduce a new license category pertaining to licensing renovation-induced evictions;

b) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee on possible temporary alternate accommodations for displaced tenants or short-term rental top up; and,

c) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee on draft language that would apply the protection in the by-law to residents who have already received the N13 Notice;

it being noted that amendments will be brought forward to amend the Business Licensing By-law L.-131-16, the Administrative Monetary Penalties By-law No. A-54 to introduce penalties and amounts to Schedule A-4 pertaining to the and this proposed new license category, and to the Fees and Charges By-law No. A-59 to introduce fees and charges associated with this proposed licence category;

it being further noted that the communications, as appended to the Added Agenda, from K. Pagniello and M. Laliberte, Neighbourhood Legal Services, C. Butler, M. Wallace, London Development Institute and L. Smith, Norquay Property Management, were received with respect to this matter;

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

- Sharon;
- Michelle;
- Felix;
- K. Andrews;
- D. Keenan;
- N. Chiles;
- Z. Ramsey;
- M. Wallace;
- L. Smith;
- Dominique;
- Tyler;
- G. Blake;
- Anonymous;
- C. Winnable;
- P. O’Connor;
- I. Grills;
- S. Smith;
- Candace;
- Andy;
- Robin S.
- J. Smith;
- Andrew; and,
- D. Hilton. (2024-C01)

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

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

That, pursuant to section 27.6 of the Council Procedure By-law, a change in order of the Community and Protective Services Committee Agenda BE APPROVED, to provide for Items 6.1 to 6.3 in Stage 6, Confidential, to be considered after Stage 3, Scheduled Items.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

4. Items for Direction

4.1 Councillors H. McAlister and D. Ferreira - City-Operated Long Term Care Facility (Dearness Home)

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

That the following actions be taken with respect to the communication, dated May 28, 2024, from Councillors H. McAlister and D. Ferreira, with respect to the City-Operated Long Term Care Facility (Dearness Home):

a) the Civic Administration BE DIRECTED to explore options for expanding the facility capacity of the Dearness Home for consideration to be included the Mayor's 2028-2031 Multi-Year Budget; and,

b) the Civic Administration BE DIRECTED to present a report on potential expansion options to accommodate more residents to the Dearness Home Committee of Management prior to the Mayor preparing their 2028-2031 Multi-Year Budget. (2024-S03)

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential

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

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 advocacy message signs on city streets.

6.2 Land Acquisition / Solicitor-Client Privilege / Commercial, Financial Information of the Corporation with Monetary or

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

6.3 Personal Matters About Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2024 Queen Elizabeth Scholarships.

Yeas: (4): D. Ferreira, H. McAlister, J. Pribil, and S. Trosow

Absent: (1): E. Peloza

Motion Passed (4 to 0)

The Community and Protective Services Committee convened In Closed Session from 3:27 PM to 4:05 PM.

7. Adjournment

The meeting adjourned at 4:53 PM.

Motion Passed

Civic Works Committee

Report

10th Meeting of the Civic Works Committee
July 16, 2024

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

ALSO PRESENT: R. Armistead, J. Dann, D. Escobar, T. Koza, D. MacRae, A. Spahiu, A. Rammeloo, A. Rozentals, J. Stanford, J. Straub 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. Franke
Seconded by: J. Pribil

That Items 2.1 to 2.8 BE APPROVED.

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

Motion Passed (5 to 0)

2.1 7th Report of the Integrated Transportation Community Advisory Committee

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

That the 7th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on June 19, 2024, BE RECEIVED.

Motion Passed

2.2 Appointment of Consulting Engineer for Contract Administration Services and CP Rail Flagging Fees: Hyde Park Assignment ‘A’ - Phase 2 Project

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

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated July 16, 2024, related to the Appointment of Consulting Engineer for Contract Administration Services and CP Rail Flagging Fees for the Hyde Park Assignment ‘A’ Phase 2 Project:

a) Stantec Consulting Limited BE AUTHORIZED to carry out the resident inspection and contract administration for the Hyde Park Assignment ‘A’ Phase 2 project in accordance with the estimate, on file, at an upset amount of $243,764.00, including contingency (excluding HST),

in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

b) the allowance of the mandated Canadian Pacific Railway (CP) flagging personnel during the construction of the Hyde Park Assignment 'A' - Phase 2 tunnel works per the anticipated CP flagging requirements BE APPROVED for the Hyde Park Assignment 'A' - Phase 2 project, with an estimated fee of $52,034 (excluding HST);

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

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

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

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-A05)

Motion Passed

2.3 Appointment of Consulting Engineers for the Infrastructure Renewal Program: Round 3

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

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated July 16, 2024, related to the Appointment of Consulting Engineers for the Infrastructure Renewal Program Round 3:

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

i) Spriet Associates London Limited BE APPOINTED consulting engineers to complete the pre-design, and detailed design of Nightingale Ave from Dundas Street to Elias Street, in the total amount of $243,039.50, including contingency, (excluding HST);
ii) Stantec Consulting Limited BE APPOINTED consulting engineers to complete the servicing study, and preliminary design of the Chelsea Green area located along Adelaide Street, immediately south of the Thames River, in the total amount of $301,442.35, including contingency, (excluding HST);

b) WT Infrastructure Solutions Inc. BE APPOINTED consulting engineers to complete the detailed design and construction administration for the Sewer Renewal Project Package, in the total amount of $244,601.00 (excluding HST), noting this bid is being reported as an irregular bid per the Procurement of Goods and Services Policy, Section 19.4(b) and (c), only one bid was received for this request for proposal;

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

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

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

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-A05)

Motion Passed

2.4 Mid-year Update: Green Bin and Collection Program Implementation

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated July 16, 2024, related to a Mid-Year Update on the Green Bin and Collection Program Implementation:

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

b) the Civic Administration BE DIRECTED to report on the cost, the advantages and disadvantages, design considerations and other potential opportunities and implications of the following changes to the collection system including:

i) Adding pet waste to the Green Bin program in 2025,
ii) Reviewing the Garbage Container Limit and the Garbage Container Exemption periods to ensure there is a balance between customer service and an incentive to reduce waste and maximize the use of the Green Bin and recycling systems, and,
iii) Providing additional collection services or other solutions for items like diapers, incontinence products, large bulky items, other materials, and hard to service townhome complexes, in 2025 or 2026. (2024-E07)

Motion Passed

2.5 RFP-2024-037 Sunningdale Road East and Clarke Road Intersection Improvements - Appointment of Consulting Engineer

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

That on the recommendation of the Deputy City Manager, Environment and Infrastructure the following actions be taken with respect to the staff report, dated July 16, 2024, related to RFP-2024-037 Sunningdale Road East and Clarke Road Intersection Improvements Appointment of Consulting Engineer

a) R.V. Anderson Associates Limited BE APPROVED as the consulting engineer to complete the detailed design and tendering services at an upset amount of $235,254.00 (excluding HST), in accordance with RFP 2024-037 and Section 15.2 (e) of the Procurement of Goods and Services Policy;

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

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

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2024-A05)

Motion Passed

2.6 Irregular Result: Rapid Transit Shelters - Public Artwork Vendor of Record Contract Award RFP-2023-276 and Appointment of Consulting Engineer for Contract Administration Services

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

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions be taken with respect to an Irregular Result for Rapid Transit Shelters Public Artwork Vendor of Record Contract Award RFP-2023-276 and Appointment of Consulting Engineer for Contract Administration Services:

a) the bid submitted by Compex Display of $1,292,930.00 (excluding HST), for the future supply, fabrication and installation of Rapid Transit Shelter – Artwork (RFP-2023-276) BE ACCEPTED in accordance with the Procurement of Goods and Services Policy; it being noted that the proposal submitted by Compex Display was the only proposal received, creating an irregular result, however it meets the City's specifications and requirements in all areas;

b) the Civic Administration BE AUTHORIZED to appoint Compex Display as the Vendor of Record for fabrication, supply, and installation of shelter artwork in connection with these purchases for a period four (4) years with three (3) one (1) year option periods with renewals based on positive performance and cost, noting cost escalation may be negotiable;

c) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the 14 Shelter Installations (Downtown Loop, East London Link Phase 1 and 2 and Wellington Gateway Phase 1) in accordance with the estimate, on file, at an upset amount of $559,669.00 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

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

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

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with Compex Display for this work; and,

g) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-F18)

Motion Passed

2.7 School Zone Speed Limit Reductions on Major Streets Amendments to the Traffic and Parking By-law

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated July 16, 2024, BE INTRODUCED at the Municipal Council meeting to be held on July 23, 2024 for the purpose of amending the Traffic and Parking By-law (PS-114) to lower speed limits in school zones on major streets. (2024-T08)

Motion Passed

2.8 Upper Thames River Conservation Authority and West London Dyke Phases 9 Through 13 Design

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

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions be taken with respect to the staff report, dated July 16, 2024, related to the Upper Thames River Conservation Authority and West London Dyke Phases 9 through 13 Design:

a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects, noting the requirements of this provincial funding program are unique, in that only conservation authorities can apply, requiring 14.3.a) of the Procurement of Goods and Services Policy:

i) West London Dyke Phase 9 - 13 Design, for the City's share of consulting fees totalling $534,900.37 including contingency (excluding HST); and,
ii) West London Dyke Phase 9 – 13 UTRCA Project Management Fees, totalling $30,000, (excluding HST);

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

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E13)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 (ADDED) 8th Report of the Environmental Stewardship and Action Community Advisory Committee

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

That the following actions be taken with respect to the 8th Report of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from the meeting held on July 10, 2024:

a) the following actions be taken with respect to the Neighbourhood Decision Making program:

i) the Municipal Council BE ADVISED that the ESACAC recommends that that the City does not pause funding to community grants and the

Neighbourhood Decision Making program; and,
ii) the recommendations, as stated on the ESACAC agenda, BE FORWARDED to Council;

it being noted that the Environmental Stewardship and Action Community Advisory Committee held a discussion and received a communication dated July 4, 2024, from C. Butler, with respect to these matters;

it being further noted that the Chair of the ESACAC has submitted the recommendations to the Added Agenda for the July 18, 2024 meeting of the Strategic Priorities and Policy Committee;

b) the following actions be taken with respect to the 2025 Mayor's New Year's Honour List Call for Nominations:

i) a representative from the City Clerk's Office BE INVITED to attend the next meeting of the Environmental Stewardship and Action Community Advisory Committee meeting to outline the context for nominations for the 2025 Mayor's New Year's Honour List nominations; and,
ii) the communication, dated June 27, 2024, from the City Clerk and Deputy City Clerks, with respect to the 2025 Mayor's New Year's Honour List Call for Nominations BE REFERRED to the next Environmental Stewardship and Action Community Advisory Committee meeting; and,

c) clauses 1.1, 3.1 and 5.1 BE RECEIVED;

it being noted that a verbal delegation from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee, was received with respect to this matter.

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

Motion Passed (5 to 0)

5.2 (ADDED) Service London Portal Request

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

That the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee on the feasibility of having a request button on the Service London Portal to report property standards violations and/or property naturalization violations.

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

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 10:30 AM.

Motion Passed

Bill No. 236
2024

By-law No. A.-_____-___

A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of July, 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 July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Bill No. 237
2024

By-law No. A.-

A by-law to approve template Affordable Residential Unit Development Charge Exemption Agreements and to authorize the Deputy City Manager, Planning and Economic Development to execute and amend same.

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

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

AND WHEREAS the *Development Charges Act, 1997* exempts affordable residential units that meet the criteria under s. 4.1 of the *Development Charges Act*, *1997;*

AND WHEREAS s. 4.1(9) of the *Development Charges Act, 1997* requires a person who, but for s. 4.1(8) would be required to pay a devilment charge to enter into an agreement with The Corporation of the City of London that requires the residential unit to be an affordable residential unit for a period of 25 years from the date the unit is first sold or rented;

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

1. The Affordable Residential Unit Rental Development Charge Exemption Agreement template attached to this bylaw as Schedule “1” is hereby authorized and approved.

2. The Affordable Residential Unit Ownership Development Charge Exemption Agreement template attached to this bylaw as Schedule “2” is hereby authorized and approved.

3. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve amendments to the agreements approved under section 1 and 2 of this bylaw.

4. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to execute the agreements approved under section 1 and 2 of this bylaw, which may be amended pursuant to the Deputy City Manager, Planning and Economic Development’s authority under section 3 of this bylaw.

5. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

SCHEDULE 1

AFFORDABLE RESIDENTIAL UNIT RENTAL DEVELOPMENT CHARGE EXEMPTION AGREEMENT

(the “Owner”)

-and-

The Corporation of the City of London

(the “City”)

WHEREAS the *Development Charges Act*, *1997* exempts the creation of residential units intended to be affordable residential units for a period of 25 years or more from the time the unit is first rented;

AND WHEREAS the Owner is the registered owner of the property municipally known as [INSERT ADDRESS];

AND WHEREAS the Owner intends to build [INSERT NUMBER] residential unit(s) and has made application [INSERT NUMBER] for a building permit from the City;

AND WHEREAS the Owner intends to develop and operate Affordable Residential Unit[s] within the above-referenced building permit application and has applied for an exemption of its development charges;

AND WHEREAS the Property must comply with the prescribed requirements under the *Development Charges Act, 1997* to qualify for the exemption;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions of this Agreement and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the parties to each other (the receipt and sufficiency whereof are acknowledged), the parties agree as follows:

Interpretation

1. In this Agreement and its Schedules, the following terms have the following respective meanings:
   “Act” or “*Development Charges Act, 1997”* means the *Development Charges Act, 1997,* S.O. 1997, c. 27, as may be amended.

   “Affordable Residential Unit” means a residential unit that meets the criteria set out in s. 4.1(2) of the Act and rented in accordance with this Agreement.

   “Arm’s length” has the meaning set out in section 251 of the *Income Tax Act* (Canada) applied with necessary modifications.

   “Affordable Residential Units bulletin” means the bulletin entitled the “Affordable Residential Units for the Purposes of the *Development Charges Act, 1997* Bulletin”, as it is amended from time to time, which is published by the Minister of Municipal Affairs and Housing on a website of the Government of Ontario.

   “average market rent” means the average market rent for the year in which the residential unit is occupied by a tenant, as identified in the Affordable Residential Units bulletin, as it is amended from time to time.

"Building Permit" is the building permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23 for the residential unit[s] the Owner proposes to build in respect of which development charges are payable.

"income-based affordable rent" means the income-based affordable rent for the residential unit set out in the Affordable Residential Units bulletin.

"Property" means the lands described in Schedule "A".

TERM

2. The term of the Agreement shall commence on the date the building is first occupied and end on the twenty-five anniversary of the Affordable Residential Unit first being rented.

EXEMPTION FROM DEVELOPMENT CHARGES

3. The Owner will be exempt from Development Charge on the Affordable Residential Unit(s) on the Property if it complies with the terms and conditions of this Agreement and the requirements of the *Development Charges Act, 1997* for Affordable Residential Units.

4. The Development Charge payable on the Affordable Residential Unit(s) on the Property [INSERT AMOUNT] ("Development Charge") will be payable upon an Event of Default together with any interest accrued in accordance with this Agreement.

AFFORDABLE RESIDENTIAL UNIT, RENTED

5. The Owner shall build [insert number] Affordable Residential Unit(s) on the Property in accordance with the Building Permit issued to the Property.

6. The Affordable Residential Unit(s) shall meet the criteria for an Affordable Residential Unit set out in the *Development Charges Act* for the term of the agreement.

7. The Affordable Residential Unit(s) shall be rented at a rent no greater than the lesser of
    a. the income-based affordable rent for the residential unit set out in the Affordable Residential Units bulletin, and
    b. the average market rent identified for the residential unit set out in the Affordable Residential Units bulletin.

8. The Affordable Residential Unit(s) shall only be rented to a tenant that is dealing at Arm's Length with the Owner.

ISSUANCE OF A BUILDING PERMIT

9. If the City does not issue a building permit, the Owner and the City agree that this Agreement shall terminate and that the parties' respective obligations under the Agreement shall end.

REGISTRATION OF AGREEMENT

10. The Owner shall prepare and register the Agreement against the title to the Property at its own expense and provide written confirmation from the Owner's solicitor that the Agreement has been registered, together with a copy of the registered instrument prior to the Development Charge becoming payable under the Act or, if applicable, the first annual installment of the Development Charge becoming due under s. 26.1 of the Act.

11. Following the expiry of the term of the Agreement, the Owner may submit a written request to the City to have the Agreement discharged from title to the Property and the City shall consent to the discharge of this Agreement from title to the Property.

ANNUAL REPORTS AND INFORMATION SHARING

12. The Owner shall obtain a Residential Rental Unit License prior to renting the residential unit.

13. The Owner shall submit an annual report to the City in the form set by the Director, Municipal Housing Development. The form will be sent to the Owner each year by email at [INSERT EMAIL] or by mail to the address for notice to the Owner and shall be completed and returned to the City by the date specified on the notice.

14. The Owner shall provide the City with a copy of the lease and rent receipts for the Affordable Residential Unit[s] on the Property and any other information or documents required by the City to review compliance with this Agreement within 30 days upon request.

EVENT OF DEFAULT

15. Each of the following shall constitute an event of default ("Event of Default") under the Agreement:

    i. The Owner fails to comply with a term or condition of this Agreement;
    ii. The annual report submitted to the City is untrue or misleading.

CONSEQUENCES OF EVENTS OF DEFAULT

16. If an Event of Default occurs,

    i. The City shall provide notice of an Event of Default to the Owner;
    ii. The entire Development Charge stated in clause 4 shall become due and payable by the Owner immediately and the Owner acknowledges and agrees that this Agreement shall be treated as an alternative payment agreement under section 27 of the Act;
    iii. Interest will be charged on the Development Charge at a rate of interest of [INSERT RATE OF INTEREST] calculated from the date the building permit for the development was issued to the date of payment of the Development Charge together with the accrued interest and all other amounts owing under the Agreement;
    iv. If the Development Charge, together with the interest accrued, remains unpaid after 90 days from the Owner receiving a Notice of Default it shall be added to the tax roll and be collected in the same manner as taxes;
    v. The City may initiate any action or proceeding it considers necessary against the Owner to recover the Development Charge, together with any interest accrued.

17. The City shall have the option of waiving any and all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided. If an Event of Default occurs, all the remedies in this Agreement are cumulative and not alternative and the City shall not be precluded from availing itself simultaneously of some or all of said remedies and any other remedies available in equity or in law.

COSTS

18. The Owner shall be responsible for all legal costs and expenses incurred by the City in the event that it takes any legal action following an Event of Default or any action taken to enforce the terms and conditions of the Agreement.

INDEMNIFICATION

19. The Owner shall indemnify and hold harmless the City, its elected officials, employees, agents, successors or assigns from all claims, costs, all matters of action, causes and causes of actions, duties, dues, accounts, covenants,

demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of or in connection with the Agreement.

ENTIRE AGREEMENT

20. This Agreement and its Schedules constitute the entire agreement between the parties with respect to all matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made part hereof and may not be amended or modified in any respect except by a written agreement signed by both parties.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

21. The Owner acknowledges that the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 applies to this Agreement and any information and reports provided to the City pursuant to the Agreement, which may be subject to public access and disclosure.

INDEPENDENT LEGAL ADVICE

22. The Owner acknowledges and confirms that they have had the opportunity to obtain independent legal advice on the Agreement. The Owner acknowledges that they have read this Agreement, understand the terms and conditions and the Owner's rights and obligations under the Agreement.

NOTICE

23. All notices required by this Agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

    Notice to the City shall be addressed to:

    The City Clerk
    The Corporation of the City of London
    300 Dufferin Ave
    PO Box 5035
    London, ON N6A 4L9

    [INSERT OWNER INFORMATION]

    All notices shall be deemed to have been received by the Owner on the date of delivery or on the fifth business day following the mailing of the notice, whichever is applicable. For the purpose of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

    The above address of either the City or the Owner may be changed by giving the other party written notice of the new address.

    If postal service is interrupted, or threated to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

PARTIAL SEVERABILITY

24. If any part of this Agreement is rendered invalid or illegal, the remainder of this Agreement continues to apply.

HEADINGS

25. The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

AMENDMENTS

26. Any subsequent alteration, amendment, charge or addition to this Agreement shall not be binding on the City or the Owner unless in writing signed by each of them.

ASSIGNMENT

27. This Agreement may not be assigned without the prior written consent of the City, noting that any and all subsequent owners of the Property shall be bound by this Agreement and the municipality shall be entitled to enforce this Agreement against any and all subsequent owners of the Property pursuant to s. 4.1(13) of the Act.

ENUREMENT

28. This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns. Any and all subsequent owners of the Property shall be bound by this Agreement and the City shall be entitled to enforce the Agreement pursuant to s. 4.1(13) of the Act.

GOVERNING LAW

29. This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to the Agreement and shall be treated in all respects as an Ontario contract. The Owner and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

EXECUTION

30. The Owner acknowledge that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

In witness whereof this Agreement has been executed by the Parties.

SIGNED AND DELIVERED

_____	_____
Witness:	[INSERT NAME OF OWNER]
Print Name:	OWNER
	I have the authority to bind the Corporation
	THE CORPORATION OF THE CITY OF LONDON
	_____

Schedule “A”

Municipal Address:

Legal Description:

SCHEDULE 2

AFFORDABLE RESIDENTIAL UNIT OWNERSHIP DEVELOPMENT CHARGE EXEMPTION AGREEMENT

(the "Owner")

-and-

The Corporation of the City of London
(the "City")

WHEREAS the *Development Charges Act*, *1997* exempts the creation of residential units intended to be affordable residential units for a period of 25 years or more from the time the unit is first rented;

AND WHEREAS the Owner is the registered owner of the property municipally known as [INSERT ADDRESS];

AND WHEREAS the Owner intends to build an Affordable Residential Unit and has made application [INSERT NUMBER] for a building permit from the City;

AND WHEREAS the Owner intends to develop and sell the Affordable Residential Unit within the above-referenced application for a building permit from the City and has applied for an exemption of its development charges;

AND WHEREAS the Property must comply with the prescribed requirements under the *Development Charges Act, 1997* to qualify for the exemption;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions of this Agreement and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the parties to each other (the receipt and sufficiency whereof are acknowledged), the parties agree as follows:

Interpretation

1. In this Agreement and its Schedules, the following terms have the following respective meanings:

"Act" or "*Development Charges Act, 1997"* means the *Development Charges Act, 1997,* S.O. 1997, c. 27, as may be amended.

"Arm's length" has the meaning set out in section 251 of the *Income Tax Act* (Canada) applied with necessary modifications.

"Affordable Residential Unit" means a residential unit that meets the criteria set out in s. 4.1(3) of the Act and sold in accordance with this Agreement.

"Affordable Residential Units bulletin" means the bulletin entitled the "Affordable Residential Units for the Purposes of the *Development Charges Act, 1997* Bulletin", as it is amended from time to time, which is published by the Minister of Municipal Affairs and Housing on a website of the Government of Ontario.

"average purchase price" means the average purchase price for the year in which the residential unit is sold, as identified in the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin", as it is amended from time to time.

"Building Permit" is the building permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23 for the residential unit[s] the Owner proposes to build in respect of which development charges are payable.

"income-based affordable purchase price" means the income-based affordable purchase price for the residential unit set out in the Affordable Residential Units bulletin.

"Property" means the lands described in Schedule "A".

TERM

2. The term of the Agreement shall commence on the date the Affordable Residential Unit is effectively sold and end on the twenty-fifth anniversary of each Affordable Residential Unit first being sold.

EXEMPTION FROM DEVELOPMENT CHARGES

3. The Owner will be exempt from Development Charge on the Affordable Residential Unit(s) on the Property if it complies with the terms and conditions of this Agreement and the requirements of the *Development Charges Act, 1997* for affordable residential units, ownership.

4. The Development Charge payable on the Affordable Residential Unit(s) on the Property [INSERT AMOUNT] ("Development Charge") will be payable upon an Event of Default together with any interest accrued in accordance with this Agreement.

AFFORDABLE RESIDENTIAL UNIT, OWNERSHIP

5. The Owner shall build an Affordable Residential Unit on the Property in accordance with the Building Permit issued to the Property.

6. The Affordable Residential Unit shall meet the criteria for an Affordable Residential Unit, ownership set out in the *Development Charges Act* for the term of the agreement.

7. The Affordable Residential Unit shall not be used as a rented residential premises.

8. During the term of this Agreement, the Affordable Residential Unit shall only be sold to a person dealing at arm's length with the seller.

9. During the term of this Agreement, if the Owner sells the Property, the purchase price of the Affordable Residential Unit shall not exceed the lesser of,

    i. The income-based affordable purchase price for the residential unit set out in the Affordable Residential Units bulletin; and

    ii. 90 per cent of the average purchase price identified for the residential unit set out in the Affordable Residential Units bulletin.

ISSUANCE OF A BUILDING PERMIT

10. If the City does not issue a building permit, the Owner and the City agree that this Agreement shall terminate and that the parties' respective obligations under the Agreement shall end.

REGISTRATION OF AGREEMENT

11. The Owner shall prepare and register the Agreement against the title to the Property at its own expense and provide written confirmation from the Owner's solicitor that the Agreement has been registered, together with a copy of the registered instrument prior to the Development Charge becoming payable under the Act.

12. Following the expiry of the term of the Agreement, the Owner may submit a written request to the City to have the Agreement discharged from title to the Property and the City shall consent to the discharge of this Agreement from title to the Property.

DECLARATION TO BE PROVIDED ON TRANSFER OF PROPERTY

13. The Owner and the Purchaser shall complete and sign any forms, attestations or declarations required by the Director, Municipal Housing Development prior to the transfer of the Affordable Residential Unit. The Owner shall contact housing@london.ca to obtain the form, attestation or declaration 30 days prior to transferring the Affordable Residential Unit.

EVENT OF DEFAULT

14. Each of the following shall constitute an event of default ("Event of Default") under the Agreement:

    i. The Owner fails to comply with a term or condition of this Agreement;

    ii. The attestation submitted to the City is untrue or misleading.

CONSEQUENCES OF EVENTS OF DEFAULT

15. If an Event of Default occurs,

    i. The City shall provide notice of an Event of Default to the Owner;
    ii. The entire Development Charge stated in clause 4 shall become due and payable by the Owner immediately and the Owner acknowledges and agrees that this Agreement shall be treated as an alternative payment agreement under section 27 of the Act;
    iii. Interest will be charged on the Development Charge at a rate of interest of [INSERT RATE OF INTEREST] calculated from the date the building permit for the development was issued to the date of payment of the Development Charge together with the accrued interest and all other amounts owing under the Agreement;
    iv. If the Development Charge, together with the interest accrued, remains unpaid after 90 days from the Owner receiving a Notice of Default it shall be added to the tax roll and be collected in the same manner as taxes;
    v. The City may initiate any action or proceeding it considers necessary against the Owner to recover the Development Charge, together with any interest accrued.

16. The City shall have the option of waiving any and all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided. If an Event of Default occurs, all the remedies in this Agreement are cumulative and not alternative and the City shall not be precluded from availing itself simultaneously of some or all of said remedies and any other remedies available in equity or in law.

COSTS

17. The Owner shall be responsible for all legal costs and expenses incurred by the City in the event that it takes any legal action following an Event of Default or any action taken to enforce the terms and conditions of the Agreement.

INDEMNIFICATION

18. The Owner shall indemnify and hold harmless the City, its elected officials, employees, agents, successors or assigns from all claims, costs, all matters of action, causes and causes of actions, duties, dues, accounts, covenants, demands

or other proceeding of every kind or nature whatsoever at law or in equity arising out of or in connection with the Agreement.

ENTIRE AGREEMENT

19. This Agreement and its Schedules constitute the entire agreement between the parties with respect to all matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made part hereof and may not be amended or modified in any respect except by a written agreement signed by both parties.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

20. The Owner acknowledges that the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 applies to this Agreement and any information provided to the City pursuant to the Agreement, which may be subject to public access and disclosure.

INDEPENDENT LEGAL ADVICE

21. The Owner acknowledges and confirms that they have had the opportunity to obtain independent legal advice on the Agreement. The Owner acknowledges that they have read this Agreement, understand the terms and conditions and the Owner's rights and obligations under the Agreement.

NOTICE

22. All notices required by this Agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

    Notice to the City shall be addressed to:

    The City Clerk
    The Corporation of the City of London
    300 Dufferin Ave
    PO Box 5035
    London, ON N6A 4L9

    Notice to the Owner shall be addressed to the Owner at the address for the Subject Lands. All notices shall be deemed to have been received by the Owner on the date of delivery or on the fifth business day following the mailing of the notice, whichever is applicable. For the purpose of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

    The above address of either the City or the Owner may be changed by giving the other party written notice of the new address.

    If postal service is interrupted, or threated to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

PARTIAL SEVERABILITY

23. If any part of this Agreement is rendered invalid or illegal, the remainder of this Agreement continues to apply.

HEADINGS

24. The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

AMENDMENTS

25. Any subsequent alteration, amendment, charge or addition to this Agreement shall not be binding on the City or the Owner unless in writing signed by each of them.

ASSIGNMENT

26. This Agreement may not be assigned without the prior written consent of the City, noting that any and all subsequent owners of the Property shall be bound by this Agreement and the municipality shall be entitled to enforce this Agreement against any and all subsequent owners of the Property pursuant to s. 4.1(13) of the Act.

ENUREMENT

27. This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns. Any and all subsequent owners of the Property shall be bound by this Agreement and the City shall be entitled to enforce the Agreement pursuant to s. 4.1(13) of the Act.

GOVERNING LAW

28. This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to the Agreement and shall be treated in all respects as an Ontario contract. The Owner and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

EXECUTION

29. The Owner acknowledge that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

In witness whereof this Agreement has been executed by the Parties.

SIGNED AND DELIVERED

_____	_____
Witness:	[INSERT NAME OF OWNER]
Print Name:	OWNER
	I have the authority to bind the Corporation
	THE CORPORATION OF THE CITY OF LONDON
	_____

Schedule “A”

Municipal Address:
Legal Description:

Bill No. 238
2024

By-law No.

A by-law to authorize and approve a Municipal Funding Agreement of the Canada Community-Building Fund and to authorize the Mayor and City Clerk to execute the agreement.

WHEREAS section 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power shall be exercised by by-law:

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

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

1. The Municipal Funding Agreement for the transfer of Canada Community-Building Fund funding between The Association of Municipalities of Ontario (AMO) and The Corporation of the City of London ("Agreement"), attached as Schedule 1 to this by-law, is hereby authorized and approved.

2. The Mayor and City Clerk are hereby authorized to execute the Agreement authorized and approved in Section 1, above.

3. The Deputy City Manager, Finance Supports is authorized to approve any future amending agreements to the Agreement.

4. The Mayor and City Clerk are authorized to execute any future amending agreements to the Agreement approve by the Deputy City Manager, Finance Supports pursuant to their authority under section 3 of this bylaw.

5. The Deputy City Manager, Finance Supports (or designate) is authorized to execute any reports required under the Agreement.

6. The Deputy City Manager, Finance Supports (or designate) is authorized to undertake all the administrative acts that are necessary in connection with this Agreement.

7. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Passed in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

SCHEDULE 1 – AMO / City of London Municipal Funding Agreement on the Canada Community-Building Fund

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "**AMO**")

AND:

THE CORPORATION OF THE CITY OF LONDON

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the "**Recipient**")

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the "**Administrative Agreement**"), which governs the transfer and use of the Canada Community-Building Fund ("**CCBF**") in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions**. For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

"Annual Report" means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

"Asset Management" is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

"Canada" means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

"Canada Community-Building Fund" or "CCBF" means the program established under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and

renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

"Eligible Expenditure" means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

"Eligible Investment Category" means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

"Eligible Project" means a project that fits within an Eligible Investment Category.

"Event of Default" has the meaning given to it in Section 13.1 of this Agreement.

"Funds" mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

"Housing Needs Assessment" or **"HNA"** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

"Ineligible Expenditures" means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

"Infrastructure" means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

"Lower-Tier Municipality" means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

"Municipal Fiscal Year" means the period beginning January 1st of a year and ending December 31st of the same year.

"Municipality" and "Municipalities" means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

"Non-Municipal Transfer By-law" means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

"Parties" means AMO and the Recipient.

"Prior Agreement" means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

"Single-Tier Municipality" means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

"Third Party" means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

"Transfer By-law" means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

"Unspent Funds" means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient's 2023 Annual Report (as defined under the Prior Agreement).

"Upper-Tier Municipality" means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 **Interpretations**

a) **"Agreement"** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

b) The words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

c) The term "**including**" or "**includes**" means including or includes (as applicable) without limitation or restriction.

d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

2.1 **Term**. Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.

2.2 **Review**. This Agreement will be reviewed by AMO by June 30, 2027.

2.3 **Amendment**. This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

2.4 **Notice**. Any of the Parties may terminate this Agreement on two (2) years written notice.

2.5 **Prior Agreement**. The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination**.**

3. ELIGIBLE PROJECTS

3.1 **Eligible Projects**. Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.

3.2 **Discretion of Canada**. The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.

3.3 **Recipient Fully Responsible**. The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

4.1 **Eligible Expenditures and Ineligible Expenditures**. Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.

4.2 **Discretion of Canada**. The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.

4.3 **Reasonable Access**. The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

4.4 **Retention of Receipts**. The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.

4.5 **Contracts**. The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

5.1 **Use of Funds**. The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

5.2 **Unspent Funds**. Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.

5.3 **Transfer of Funds to a Municipality**. Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.

b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.

c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.

5.4 **Transfer of Funds to a Non-Municipal Entity**. Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):

a) The provision of such support shall be authorized by a Transfer By-law (a "Non-Municipal Transfer By-law"). The Non-Municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.

b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.

c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.

5.5 **Payout of Funds**. Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

5.6 **Deposit of Funds**. The Recipient will deposit the Funds in:

a) An interest-bearing bank account; or

b) An investment permitted under:

i. The Recipient's investment policy; and

ii. Provincial legislation and regulation.

5.7 **Interest Earnings and Investment Gains**. Interest earnings and investment gains will be:

- Proportionately allocated to the CCBF when applicable; and
- Applied to Eligible Expenditures for Eligible Projects.

5.8 **Funds Advanced**. Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

5.9 **Expenditure of Funds**. The Recipient shall expend all Funds by December 31, 2038.

5.10 **HST**. The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.

5.11 **Limit on Canada's Financial Commitments**. The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.

5.12 **Federal Funds**. The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.

5.13 **Stacking**. If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.

5.14 **Withholding Payment**. AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.

5.15 **Insufficient Funds Provided by Canada**. Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

6.1 **Annual Report**. The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.

6.2 **Project List**. The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).

7.2 **Asset Data**. The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

8.1 **Requirement**. While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.

8.2 **Content of the HNA**. The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.

8.3 **Use of HNA**. The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.

8.4 **Publication of the HNA**. The Recipient will publish the HNA on its website.

8.5 **HNA reporting requirements**. The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:

a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

10.1 **Accounting Principles**. All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.

10.2 **Separate Records**. The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law.

Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.

10.3 **External Auditor**. AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

11.1 **Insurance**. The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.

11.2 **Certificates of Insurance**. Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable**. In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or

- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada**. The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO**. The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "**Indemnitee**"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or

destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient's Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

12.1 **Reinvestment**. The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.

12.2 **Notice**. The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.

12.3 **Public Use**. The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

13.1 **Event of Default**. AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an "Event of Default":

- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
- Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
- Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
- Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
- Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.

13.2 **Waiver**. AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.

13.3 **Remedies on Default**. If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

13.4 **Repayment of Funds**. If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

14.1 **No Conflict of Interest**. The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

15.1 **Notice**. Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

15.2 **Representatives**. The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

15.3 **Addresses for Notice**. Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

  Executive Director
  Canada Community-Building Fund Agreement
  Association of Municipalities of Ontario
  155 University Avenue, Suite 800
  Toronto, ON M5H 3B7

  Telephone: 416-971-9856
  Email: ccbf@amo.on.ca

- If to the Recipient:

  Treasurer
  The Corporation of the City of London
  P.O. Box 5035, City Hall, 300 Dufferin Ave.
  London, ON N6A 4L9

16. MISCELLANEOUS

16.1 **Counterpart Signature**. This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.

16.2 **Severability**. If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

16.3 **Waiver**. AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.

16.4 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

16.5 **Survival**. The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.

16.6 **AMO, Canada and Recipient Independent**. The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

16.7 **No Authority to Represent**. The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.

16.8 **Debts Due to AMO**. Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.

16.9 **Priority**. In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.

16.11 **Equity**. The Recipient is to consider Gender Based Analysis Plus ("**GBA+**") lenses when undertaking a project.

17. SCHEDULES

17.1 This Agreement, including:

Schedule A Eligible Investment Categories

Schedule B Eligible Expenditures

Schedule C Ineligible Expenditures

Schedule D The Annual Report

Schedule E Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE CORPORATION OF THE CITY OF LONDON

By: _____ _____

Name: Date
Title:

_____ _____

Name: Date
Title:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____ _____

Name: Date
Title: Executive Director

_____ _____

Witness: Date
Title:

SCHEDULE A:
ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.

2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.

3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.

4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.

5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.

6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.

7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.

8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.

9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.

10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.

11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).

12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.

14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.

15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).

16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).

17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.

18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B:
ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.

2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:

    - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;

    - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;

    - Studies, strategies, systems, or plans related to housing or land use;

    - Studies, strategies, or plans related to the long-term management of infrastructure; and

    - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.

3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.

4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:

    - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or

    - $80,000.

SCHEDULE C:
INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.

2. **Costs incurred before categories were eligible** – project expenditures incurred:

    - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.

    - Before April 1, 2021 – under the fire halls category.

3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.

4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.

5. **Land costs** – the purchase of land or any interest therein and related costs.

6. **Legal fees**.

7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.

8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).

9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D:
ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:

    - Interest earnings and investment gains – in accordance with Section 5.7;
    - Proceeds from the disposal of assets – in accordance with Section 12.1;
    - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
    - Incoming transfers – in accordance with Section 5.3; and
    - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.

2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.

3. **Results** – and particularly:

    - Expected outputs and outcomes for each ongoing Eligible Project;
    - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
    - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:

        i. The number of housing units enabled, supported, or preserved; and

        ii. The number of affordable housing units enabled, supported, or preserved.

4. **Other information** – such as:

    - Progress made in the development and implementation of asset management plans and systems; and
    - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E:
COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

1.1 **Scope**. The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.

1.2 **Definition**. Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

2.1 **Notification requirements**. The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.

2.2 **Active Eligible Projects**. Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.

2.3 **Information required**. The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

3.1 **Installation requirements**. Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.

3.2 **Permanent signs, plaques, and markers**. Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.

3.3 **Responsibilities**. The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.

3.4 **Reporting requirements**. The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

4.1 **Social media**. AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.

4.2 **Websites and webpages**. Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:

a) A digital sign; or

b) The Canada wordmark and the following wording (as applicable):

i. “This project is funded in part by the Government of Canada”; or

ii. “This project is funded by the Government of Canada”.

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

5.1 **Definitions**. Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).

5.2 **Authority**. Canada, AMO, or the Recipient may request a media event or announcement.

5.3 **Notification requirements**. Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.

5.4 **Notice**. The requester of a media event or announcement must provide at least fifteen (15) business days’ notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative’s quote.

5.5 **Date and location**. Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

5.6 **Representatives**. The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.

5.7 **Responsibilities**. AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.

5.8 **No unreasonable delay**. The Recipient must not unreasonably delay media events and announcements.

5.9 **Precedence**. The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the Table of Precedence for Canada.

5.10 **Federal approval**. All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.

5.11 **Federal policies**. All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.

5.12 **Equal visibility**. The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

6.1 **Own communications activities**. The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.

6.2 **Funding acknowledgements**. The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

7.1 **Responsibilities**. The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.

7.2 **Federal funding acknowledgement**. Operational communications should include, where appropriate, the following statement (as appropriate):

a) "This project is funded in part by the Government of Canada"; or

b) "This project is funded by the Government of Canada".

7.3 **Notification requirements**. The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

8.1 **Participation requirements**. The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

9.1 **Responsibilities**. The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.

9.2 **Notice**. The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

Bill No. 239
2024

By-law No. A-

A by-law to authorize and approve the Interim Transfer Agreement between His Majesty the King in Right of Ontario as Represented by the Attorney General and the Corporation of the City of London related to the transfer of responsibility for certain prosecutions under Parts III and IX of the Provincial Offences Act and to delegate the authority to the Deputy City Manager, Legal Services to approve any future amending agreements related to the Agreement.

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

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

AND WHEREAS the City of London entered into a Memorandum of Understanding and a Local Side Agreement with the Province under which the City became responsible for all Part I and II prosecutions;

AND WHEREAS the Municipal Council deems it appropriate to enter into an agreement between His Majesty the King in Right of Ontario as Represented by the Attorney General and the Corporation of the City of London related to the transfer of responsibility for certain prosecutions under Parts III and IX of the Provincial Offences Act;

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

1. The Interim Transfer Agreement between His Majesty the King in Right of Ontario as Represented by the Attorney General and the Corporation of the City of London related to the transfer of responsibility for certain prosecutions under Parts III and IX of the Provincial Offences Act ("the Agreement"), substantially in the form attached as Schedule 1 to this bylaw, is hereby authorized and approved;

2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this bylaw;

3. The Deputy City Manager, Legal Services is hereby authorized to approve any future amending agreements related to the Agreement;

4. The Mayor and Clerk are authorized to execute any schedules or amending agreements to the Agreement approved by the Deputy City Manager, Legal Services, pursuant to their authority under section 3 of this bylaw;

5. Civic Administration is delegated the authority to undertake all administrative actions required in connection with the Agreement, any future amending agreements or schedules.

6. This by-law comes into force and effect on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO)

INTERIM TRANSFER AGREEMENT

- between -

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

as represented by the Attorney General

- and -

CORPORATION OF THE CITY OF LONDON

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PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO) INTERIM TRANSFER AGREEMENT

THIS PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO) INTERIM TRANSFER AGREEMENT ("**Agreement**") is made on the _____ day of _____, 20__,

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEY GENERAL

(the "**Attorney General**")

-and-

CORPORATION OF THE CITY OF LONDON

(the "**Municipal Partner**")

WHEREAS, pursuant to the *Streamlining of Administration of Provincial Offences Act*, 1997, S.O. 1998, c.4, (Bill 108), the Attorney General and the Municipalities, as defined below, may enter into an agreement authorizing such municipalities, in general, to conduct court administration and court support functions under the POA, as defined below, and prosecutions of matters commenced under Parts I and II of the POA;

AND WHEREAS, the Attorney General and the Municipalities entered into memorandum of understandings and local side agreements whereby the Attorney General transferred to such municipalities, in general, court administration and court support functions under the POA and prosecutions of matters commenced under Parts I and II of the POA;

AND WHEREAS, such transfer was documented between the Attorney General and the Municipal Partner in the MOU, as defined below, and the LSA, as defined below;

AND WHEREAS, pursuant to the *Stronger, Fair Ontario Act (Budget Measures), 2017*, S.O. c.34, Sched. 35, s.12, the Attorney General and the Municipalities may enter into an agreement authorizing such municipalities, in general, to conduct prosecutions commenced under the POA;

AND WHEREAS, the Attorney General, as part of its transfer project, intends to request amendments to the memorandum of understandings and the local side agreements in accordance with such documents from the Municipalities in order to

transfer certain prosecutions commenced under Parts III and IX of the POA prosecuted by the Criminal Law Division of the Ministry of the Attorney General to such municipalities;

AND WHEREAS, the Attorney General, as part of an interim transfer project, would like to transfer the prosecutions commenced under Parts III and IX of the POA prosecuted by the Criminal Law Division of the Ministry of the Attorney General to the Municipal Partner and the Municipal Partner, as a participant in such project, wishes to accept such transfer;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties, the Attorney General and the Municipal Partner covenant and agree as follows:

ARTICLE I – INTERPRETATION

1.1 **Definitions**. The following terms shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

(a) "**Agreement**" means this agreement, including all of the schedules, attached hereto, and all amendments made hereto in accordance with the provisions hereof as the same may be amended, restated and/or supplemented from time to time;

(b) "**Attorney General**" means His Majesty the King in right of Ontario as represented by the Attorney General;

(c) "**Crown**" means His Majesty the King in right of Ontario;

(d) "**Crown Prosecution Manual**" means the document located at www.ontario.ca/document/crown-prosecution-manual, as amended from time to time;

(e) "**Effective Date**" means **[insert]**;

(f) "**Expiry Date**" means two (2) years from the Effective Date;

(g) "**Indemnified Parties**" means each of the following and their directors, officers, advisors, agents, appointees and employees: the Crown and the members of the Executive Council of Ontario;

(h) "**Losses**" means liabilities, costs, damages, and expenses (including legal, expert, and consulting fees);

(i) "**LSA**" means a local side agreement between the Attorney General and the Municipal Partner with an effective date of March 18, 2001;

(j) "**MOU**" means a memorandum of understanding between the Attorney General and the Municipal Partner dated on the execution date by the Attorney General of March 18, 2001;

(k) "**Municipalities**" means, collectively, all of the municipalities of the Province of Ontario who have entered into a memorandum of understanding and a local side agreement for purposes of the transfer of, in general, court administration and court support functions under the POA and prosecutions of matters commenced under Parts I and II of the POA;

(l) "**Municipal Partner**" means Corporation of the City of London;

(m) "**POA**" means the *Provincial Offences Act* (Ontario);

(n) "**Proceedings**" mean any action, claim, demand, lawsuit, or other proceeding;

(o) "**Term**" means the period commencing on the Effective Date and ending on Expiry Date unless the Term is extended or otherwise terminated pursuant to this Agreement;

(p) "**Transfer Agreement**" means, collectively, the MOU and the LSA;

(q) "**Transferred Property**" means any and all property relating to the Transferred Prosecutions including, but not limited to, systems, records, data, information, and materials in the possession or control of, or owned by, the Municipal Partner unless such property has been purchased by the Municipal Partner and has not been agreed to be transferred to the Attorney General;

(r) "**Transferred Prosecutions**" has the meaning ascribed to it in Section 2.2(a) hereof; and

(s) "**WSIA**" means the *Workplace Safety and Insurance Act, 1997* (Ontario).

1.2 **Currency**. Any reference to currency is to Canadian currency and any amount disbursed, paid, or calculated is to be disbursed, paid or calculated in Canadian currency.

1.3 **Statute and Regulation**. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

1.4 **Singular/Plural and Gender Terms**. Each definition in this Agreement using a singular capitalized term or other word or phrase also shall apply to the plural form and such term, word or phrase and vice versa, and all references to the masculine gender shall include reference to the feminine or neuter gender, and vice versa, in each case as the context may permit or require.

1.5 **Pronouns.** Each use in this Agreement of neuter pronoun shall be deemed to include the masculine and feminine variations thereof and vice versa and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case and the context may permit or require.

1.6 **Sections and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1.7 **Paramountcy**. The parties hereto agree that this Agreement shall be read, to the extent possible, as an addition to and not to derogate from the Transfer Agreement and shall only supersede the specific terms and conditions of the Transfer Agreement to the extent of a conflict or an inconsistency in the circumstances. All other terms and conditions of the Transfer Agreement shall remain in full force and effect, unaffected and unaltered by this Agreement.

ARTICLE II –INTERIM TRANSFER OF PARTS III AND IX OF THE POA

2.1 **General**. The parties hereto acknowledge and agree that this Agreement shall only apply to the prosecutions prosecuted by the Criminal Law Division of the Ministry of the Attorney General under Parts III and IX of the POA.

2.2 **Parts III and IX of the POA Interim Transfer**. On the Effective Date, the Attorney General shall:

(a) transfer to the Municipal Partner and the Municipal Partner shall accept the following:

(i) the prosecutions of matters designated as contraventions under the *Contraventions Act* (Canada) and commenced under Parts III and IX of the POA;

(ii) prosecution of proceedings commenced under Parts III and IX of the POA;

(iii) the conduct of appeals of proceedings commenced under Parts III and IX of the POA where the Attorney General transferred the prosecution of the proceeding to the Municipal Partner,

but such transfer excludes the following:

(iv) the prosecution of matters under Parts III and IX of the POA as against a Young Person, as defined under Part VI of the POA;

(v) any matter under Parts III and IX of the POA where criminal proceedings have also been commenced arising out of the same circumstances;

(vi) any proceeding under *Christopher's Law (Sex Offender Registry), 2000* (Ontario);

(vii) any proceeding stated in the Crown Prosecution Manual, as amended from time to time, being retained by the Attorney General;

(viii) any and all:

(A) applications for leave to the Court of Appeal; and

(B) appeals to the Court of Appeal,

for matters with respect to Parts III and IX of the POA, which have been prosecuted by the Attorney General at trial;

(ix) any and all appeals to the Ontario Court of Justice where:

(A) the appeal hearing is scheduled to begin within sixty (60) days after the Effective Date;

(B) the appeal hearing began before the Effective Date; or

(C) the Attorney General is an appellant in a matter in which it has prosecuted such matter at trial,

for matters with respect to Parts III and IX of the POA; and

(x) any and all Part IX of the POA proceedings where:

(A) the hearing is scheduled to begin within sixty (60) days after the Effective Date; or

(B) the hearing began before the Effective Date; but the order or disposition is not complete,

(collectively, the "**Transferred Prosecutions**"); and

(b) deliver to the Municipal Partner:

(i) a list of the Transferred Prosecutions;

(ii) the original records and files of the Transferred Prosecutions; and

(iii) a list of all open files that will be retained by the Attorney General.

2.3 **Right to Intervene**. Notwithstanding anything else in this Agreement, the Attorney General maintains the right to intervene in any of the Transferred Prosecutions and shall be responsible for any and all costs from such intervention.

ARTICLE III – COSTS

3.1 **Costs**. The Municipal Partner shall not remit to the Minister of Finance any amount owing pursuant to Section 165(5)(c) of the POA for costs incurred by the Attorney General for matters under Sections 2.2(a)(iv) to (x) hereof; and (b) Sections 173(2)1 and 173(2)2 of the POA.

ARTICLE IV – COVENANTS

4.1 **The Municipal Partner's Covenants**. The Municipal Partner covenants and agrees, at all times during the Term, that it shall:

(a) provide full and timely disclosure to defendants in accordance with the law;

(b) make efforts to advise the family members and other interested parties of significant developments throughout the proceedings in cases that involve a fatality in accordance with the Crown Prosecution Manual;

(c) only proceed to prosecute a charge where there is a reasonable prospect of conviction and it is in the public interest to do so in accordance with the Crown Prosecution Manual;

(d) screen all private prosecutions for reasonable prospect of conviction and, when necessary, assume the conduct of the proceedings in order to ensure that they are pursued in the interests of the administration of justice; and

(e) maintain a reporting protocol to notify the Crown Attorney and the Attorney General of any matter that appears likely to raise a substantive legal issue at trial or appeal, including:

(i) an application for judicial review or prerogative writ sought in relation to a prosecution transferred;

(ii) any thing that may affect the administration, constitutional validity, or enforceability of a statute or regulation;

(iii) any matter where there could be a substantial public interest in its outcome including, but not limited to, where leave to appeal to the Court of Appeal has been granted; and

(iv) the anticipated withdrawal or stay of any matter involving a death while using a vehicle, a motorized snow vehicle, or an off-road vehicle under a provincial act;

(f) as required by the Attorney General, make reasonable efforts to provide workspace for the Attorney General;

(g) upon request, grant access to its available courtroom technology for such time as required by the Attorney General;

(h) once informed, adhere to any and all of the Attorney General's intervention policies with respect to the Transferred Prosecutions;

(i) adhere to all applicable laws;

(j) provide, at a minimum, the same services and level of service delivery as were provided by the Attorney General with respect to the Transferred Prosecutions; and

(k) as expeditiously as possible, bring to the attention of the Attorney General any and all matters that may be significant or contentious including, but not limited

to, alleged prosecutorial impropriety, misconduct, and constitutional challenges.

4.2 **The Attorney General's Covenants**. The Attorney General covenants and agrees, at all times during the Term, that it shall:

(a) as required by the Municipal Partner, make reasonable efforts to provide workspace for the Municipal Partner; and

(b) upon request, grant access to its available courtroom technology for such time as required by the Municipal Partner.

ARTICLE V – INDEMNITY AND INSURANCE

5.1 **Indemnity from the Municipal Partner**. The Municipal Partner shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Municipal Partner or the Municipal Partner's personnel in the course of the performance of the Municipal Partner's obligations under this Agreement or otherwise in connection with this Agreement.

5.2 **Municipal Partner's Insurance**. The Municipal Partner hereby agrees to put in effect and maintain insurance for the Term, 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 in the business of the Municipal Partner would maintain including, but not limited to, the following:

(a) 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 Five Million Dollars ($5,000,000) per occurrence, Five Million Dollars ($5,000,000) products and completed operations aggregate. The policy is to include the following:

(i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Municipal Partner's obligations under, or otherwise in connection with, this Agreement;

(ii) contractual liability coverage;

(iii) cross-liability clause;

(iv) employers liability coverage (or compliance with the section below entitled "Proof of WSIA Coverage" is required);

(v) thirty (30) day written notice of cancellation, termination or material change;

(vi) tenants legal liability coverage (if applicable and with applicable sub-limits); and

(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this Agreement, in the amount of not less than Five Million Dollars ($5,000,000) per claim and in the annual aggregate.

5.3 **Proof of Insurance**. The Municipal Partner shall provide the Attorney General with certificates of insurance, or other proof as may be requested by the Attorney General, that confirms the insurance coverage as provided for in Section 5.2, hereof and renewal replacements on or before the expiry of any such insurance. Upon the request of the Attorney General, a copy of each insurance policy shall be made available to it. The Municipal Partner shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Transferred Prosecutions.

5.4 **Proof of WSIA Coverage**. If the Municipal Partner is subject to the WSIA, it shall submit a valid clearance certificate of WSIA coverage to the Attorney General prior to the execution of this Agreement by the Attorney General. In addition, the Municipal Partner shall, from time to time at the request of the Attorney General, provide additional WSIA clearance certificates. The Municipal Partner covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the Term, under the WSIA, failing which the Attorney General shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Municipal Partner or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Municipal Partner pursuant to this Agreement together with all costs incurred by the Attorney General in connection therewith.

5.5 **Municipal Partner Participation in Proceedings**. The Municipal Partner shall, at its expense, to the extent requested by the Attorney General, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Attorney General may elect to participate in or conduct the defence of any such Proceeding by notifying the Municipal Partner in writing of such election without prejudice to any other rights or remedies of the Attorney General under this Agreement, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating

with the other's counsel. The Municipal Partner shall not enter into any settlement unless it has obtained the prior written approval of the Attorney General. If the Municipal Partner is requested by the Attorney General to participate in or conduct the defence of any such Proceeding, the Attorney General agrees to co-operate with and assist the Municipal Partner to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Attorney General conducts the defence of any such Proceedings, the Municipal Partner agrees to co-operate with and assist the Attorney General to the fullest extent possible in the Proceedings and any related settlement negotiations.

5.6 **Indemnity from the Attorney General**. Save and except for the indemnification by Ontario in favour of the Municipal Partner as provided for in section 15.2 of the MOU, the wording, scope, effect, and consequence of which shall apply, *mutatis mutandis*, to the provisions and obligations within this Agreement, including but not limited to, those in relation to the Transferred Prosecutions as contemplated hereunder, any express or implied reference in any other document (including subcontracts) as related to the Transferred Prosecutions as contemplated hereunder or to the Attorney General providing any other indemnity or other form of indebtedness or contingent liability that would otherwise directly or indirectly increase the indebtedness or contingent liabilities of the Crown, whether at the time of execution of this Agreement or at any time during its Term, shall be void and of no legal effect.

ARTICLE VI – TERMINATION AND EXPIRY

6.1 **Termination for Cause**. The Attorney General may immediately terminate this Agreement upon giving notice to the Municipal Partner where there is a breach of this Agreement and such right of termination is in addition to all other rights of termination available at law, or events of termination by operation of law.

6.2 **Dispute Resolution by Rectification Notice**. Subject to the above section, where the Municipal Partner fails to comply with any of its obligations under this Agreement, the Attorney General may issue a rectification notice to the Municipal Partner setting out the manner and timeframe for rectification. Within seven (7) business days of receipt of that notice, the Municipal Partner shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Attorney General. If the Municipal Partner fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Attorney General may immediately terminate this Agreement. Where the Municipal Partner has been given a prior rectification notice, the same subsequent type of non-compliance by the Municipal Partner shall allow the Attorney General to immediately terminate this Agreement.

6.3 **Termination on Notice**. The Attorney General reserves the right to terminate this Agreement, without cause, upon ninety (90) days prior notice to the Municipal Partner.

6.4 **Municipal Partner's Obligations on Termination**. On termination of this Agreement, the Municipal Partner shall, in addition to its other obligations under this Agreement and the applicable laws:

(a) at the request of the Attorney General, complete the Transferred Prosecutions that are set for sixty (60) days after the termination of this Agreement;

(b) provide access and transfer ownership, to the Attorney General, of the Transferred Property;

(c) provide the Attorney General with a report detailing a list of the Transferred Prosecutions that are being transferred to the Attorney General;

(d) execute such documentation as may be required by the Attorney General to give effect to the termination of this Agreement;

(e) comply with any other instructions provided by the Attorney General, including but not limited to, instructions for facilitating the transfer of its obligations to another person;

(f) keep the Attorney General informed of any and all matters that are necessary for the Attorney General to ensure the effective ongoing administration of justice during the termination period; and

(g) carry out a financial accounting and shall pay to Attorney General any monies owing to the Attorney General, including the Ministry of Finance.

6.5 **Termination in Addition to Other Rights**. The express rights of termination in this Agreement are in addition to and shall in no way limit any rights or remedies of the Attorney General under this Agreement, at law or in equity.

6.6 **Attorney General's Rights and Remedies and Municipal Partner's Obligations Not Limited to Agreement**. The express rights and remedies of the Attorney General and obligations of the Municipal Partner set out in this Agreement are in addition to and shall not limit any other rights and remedies available to the Attorney General, or any other obligations of the Municipal Partner at law or in equity.

6.7 **Municipal Partner's Rights on Termination**. On termination of this Agreement, the Attorney General shall permit the Municipal Partner access to the Transferred Property including, the right to make and keep copies of documents; provided that, the Municipal Partner is named or otherwise becomes a party to any legal proceedings, or is placed on notice that it will be named as a party to a legal proceedings, arising from or in connection with the performance by the Municipal Partner of the Transferred Prosecutions.

6.8 **Expiry of Agreement**. This Agreement shall expire on the Expiry Date.

6.9 **Municipal Partner's Responsibility on Expiry**. On the Expiry Date, the Municipal Partner shall, in addition to its other obligations under this Agreement and the applicable laws:

(a) at the request of the Attorney General, complete the Transferred Prosecutions that are set for sixty (60) days after the Expiry Date;

(b) provide access and transfer ownership, to the Attorney General, of the Transferred Property;

(c) provide the Attorney General with a report detailing a list of the Transferred Prosecutions that are being transferred to the Attorney General;

(d) execute such documentation as may be required by the Attorney General to give effect to the expiry of this Agreement;

(e) comply with any other instructions provided by the Attorney General, including but not limited to, instructions for facilitating the transfer of its obligations to another person;

(f) keep the Attorney General informed of any and all matters that are necessary for the Attorney General to ensure the effective ongoing administration of justice; and

(g) carry out a financial accounting and shall pay to Attorney General any monies owing to the Attorney General, including the Ministry of Finance.

ARTICLE VII – NOTICE

7.1 **Notices**. Any demand, approval, consent, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, courier or mailed by first class registered mail, prepaid postage or by facsimile transmission, or other verifiable electronic means of communication addressed to the respective parties as follows:

(a) To the Attorney General:

Ministry of Attorney General
Criminal Law Division
720 Bay St., 9th Floor
Toronto, ON M7A 2S9

Attention: Majid Juma, Director, Strategic Operations and Management Centre (SOMC)

Telephone No.: 647-298-5776
E-mail: majid.juma@ontario.ca

(b) To the Municipal Partner:

Corporation of the City of London
[insert address]

Attention: **[insert]**

Telephone No.: **[insert]**
E-mail: **[insert]**

or to such other address or facsimile number as any party may from time to time designate in accordance with this Section. Any communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first (1st) Business Day thereafter. Any communication made or given by facsimile on a Business Day before 4:00 p.m. shall be conclusively deemed to have been given and received on such Business Day and otherwise shall be conclusively deemed to have been given and received on the first (1st) Business Day following the transmittal thereof. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth (5th) Business Day following the date of mailing but if, at the time of mailing or within five (5) Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by any other means provided for in this Section.

ARTICLE VIII – MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement, including all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings. No agreement purporting to amend or modify this Agreement or any document or paper relating thereto or connected herewith is valid and binding unless it is in writing and signed and accepted in writing by the Attorney General and the Municipal Partner.

8.2 **Assignment**. The Municipal Partner may not assign this Agreement or any of the benefits or obligations hereunder to any person, without the prior written consent of the Attorney General. The Attorney General will have the right at any time to assign this Agreement and any of its rights and obligations hereunder to any person.

8.3 **Waiver.** The failure or delay by a party in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement, and any course of action on the part of such party, shall not operate as a waiver of any rights of the party unless made in writing by such party. Any waiver by a party shall be effective only in the specific instance and for the purpose for which it is given and shall not constitute a waiver of any other rights and remedies of such party with respect to any other or future non-compliance.

8.4 **Severability**. Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

8.5 **Further Assurances**. Each party will at any time and from time to time, upon the request of the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to evidence, carry out and give full effect to the terms, conditions, intent, and meaning of this Agreement.

8.6 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties and their successors and their permitted assigns.

8.7 **Survival**. Sections 5.1, 5.5, 6.4, 6.9, and 8.7 shall survive any termination, expiration, or cancellation of this Agreement.

8.8 **Counterparts and Execution by Facsimile and Electronic Mail**. This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed copy of this Agreement and each party hereto undertakes to provide each other party hereto with a copy of this Agreement bearing original signatures forthwith upon demand.

8.9 **Non-Agent**. The Municipal Partner shall have no power or authority to bind the Attorney General or to assume or create any obligation or responsibility, express or implied, on behalf of the Attorney General. The Municipal Partner shall not hold itself out as an agent, partner, or employee of the Attorney General. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the Attorney General and the Municipal Partner or constitute an appointment under the *Public Service of Ontario Act, 2006,* (Ontario).

8.10 **Confidentiality**. The parties acknowledge that personal information, as defined under the *Freedom of Information and Protection of Privacy Act* (Ontario) and the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), will be disclosed and exchanged between the parties hereto and that such disclosure and exchange is authorized under the such acts.

8.11 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[The remainder of this page is intentionally left blank; Signature page to follow.]

IN WITNESS HEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE ATTORNEY GENERAL

_____
Randy Schwartz,
Assistant Deputy Attorney General,
Criminal Law Division

CORPORATION OF THE CITY OF LONDON

_____
Name:
Title

_____
Name:
Title

I/We have the authority to bind the corporation.

Bill No. 240
2024

By-law No. A.-

A by-law to authorize and approve agreements in relation the Ontario Ministry of Transportation DriveON Program and to delegate authority to the Deputy City Manager, Finance Supports and the Deputy City Manager, Neighbourhood and Community-Wide Services or their designates, to approve and execute further agreements in relation to the DriveON Program

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act*, *2001* provides that a municipality may pass by-laws respecting, among other things: accountability and transparency of the municipality and its operations; economic, social and environmental well-being of the municipality; and financial management of the municipality;

AND WHEREAS sections 9 and 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

AND WHEREAS subsection 23.1 of the *Municipal Act, 2001* provides that, subject to the limitations found in sections 23.2 and 23.3 of the *Municipal Act*, 2001, S.O. 2001, c. 25, a municipality may delegate its powers and duties to a person or body;

AND WHEREAS Council delegates any authority pursuant to this by-law in accordance with Schedule “G” of By-law No. A.-6151-17 “Council Policy By-law,” as amended from time to time;

AND WHEREAS the Ontario Ministry of Transportation recently introduced the DriveON Emissions and Safety Inspection Program to combine the heavy-duty diesel vehicle emissions testing program and MTO’s Motor Vehicle Inspection Station (MVIS) Program into a single digital inspection program (the “DriveON Program”);

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

1. The DriveON Program Performance Contract between His Majesty the King in Right of Ontario, as represented by the Director of Vehicle Inspection Standards, Ministry of Transportation and the Corporation of the City of London, attached as Schedule “A” to this by-law, is hereby authorized and approved.

2. The Equipment Purchase and Maintenance Agreement attached as Schedule “B” to this by-law and the Pre-Authorized Debit Agreement attached as Schedule “C” to this by-law between Parsons Inc. and the Corporation of the City of London are hereby authorized and approved.

3. The Deputy City Manager, Finance Supports and the Deputy City Manager, Neighbourhood and Community-Wide Services, or their designates, are hereby authorized to execute the agreements approved under sections 1 and 2 of this by-law.

4. The Deputy City Manager, Finance Supports and the Deputy City Manager, Neighbourhood and Community-Wide Services, or their designates, are hereby delegated the power to undertake any administrative actions necessary to transition the Corporation of the City of London to the DriveON Program, including the authority to approve and execute any further amending or associated agreements necessary to facilitate the City's participation in the DriveON Program.

5. The Deputy City Manager, Finance Supports, and the Deputy City Manager, Neighbourhood and Community-Wide Services, or their designates, are authorized to act under sections 3 and 4 of this by-law, subject to the following:

i. such agreements are in a form satisfactory to the Deputy City Manager, Legal Services;
ii. such actions and agreements do not require additional funding or are provided for in the City's current budget;
iii. such actions or agreements do not contain any financial arrangement, guarantee, indemnity or similar commitment that would increase, directly or indirectly, the indebtedness or contingent liabilities of The Corporation of the City of London;
iv. such actions are consistent with the principles of the City's Procurement of Goods and Services Policy; and
v. the authority to execute agreements shall include the authority to electronically execute said agreements on behalf of the Corporation of the City of London.

6. 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 July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Ontario DriveON

DriveON Program Performance Contract
for
Private Fleet Vehicle Inspection Centres

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Director of Vehicle Inspection Standards, Ministry of Transportation

(**Ministry**)

- and -

_____

[Legal name of the business entity]

(**Contractor**)

IN CONSIDERATION of the accreditation of the Contractor as a Vehicle Inspection Centre for the DriveON Program, and subject to the terms and conditions set out below, the Ministry and the Contractor agree as follows:

1. TERM

1.1 The term of this Performance Contract (**Contract**) for participation in the Ministry's DriveON Program (**Program**) begins on the date of its acceptance by the Ministry, as set out on the last page of this Contract, and continues until May 26, 2028, subject to the provisions of this Contract (**Term**).

2. OPERATION OF A VEHICLE INSPECTION CENTRE

2.1 The Contractor agrees to operate a Stationary or Mobile Vehicle Inspection Centre (**VIC**) and to keep the books and records of the VIC at the address identified on the DriveON Portal as its principal place of business.

2.2 The Contractor agrees to equip and operate the VIC and conduct vehicle safety and/or emissions Inspections (**Inspections**) for the issuance of Annual Inspection

Certificates (**AIC**), Semi-Annual Inspection Certificates (**SAIC**), Safety Standards Certificates (**SSC**), Structural Inspection Certificates (**SIC**), and/or Emissions Inspection Certificates (**EIC**) in accordance with the DriveON Standard Operating Procedures established by the Ministry, as amended from time to time by the Ministry (**SOP**) and the Directive made pursuant to Section 100.7 of the Highway Traffic Act, as amended from time to time by the Ministry (**Directive**).

2.3 The Contractor agrees to operate the VIC in a safe, reasonable, and prudent manner using qualified and experienced staff, including at least one trained and registered Technician as outlined in the SOP and the Directive, and in accordance with good business practices.

2.4 The Contractor agrees to operate in compliance with all federal, provincial, and municipal laws and regulations including, without limitation, the tax laws of Ontario and Canada. The Contractor agrees that the Ministry may confirm tax compliance with the tax authorities of Ontario and Canada at any time during the Term.

2.5 The Contractor agrees not to provide Inspection services to the public and will exclusively Inspect and service their own private vehicles.

3. DOCUMENTS

3.1 This Contract includes the application and any documents submitted by the Contractor to the Ministry on the DriveON Portal in connection with accreditation as a VIC.

3.2 The provisions of the SOP and the Directive are incorporated into, and deemed to be part of, this Contract.

3.3 This Contract supersedes all other prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

4. INSURANCE

4.1 The Contractor agrees to maintain, in force, at all times during the Term, a policy of insurance which includes all of the following insurance coverage:

(a) commercial general liability of not less than $3 million per occurrence on property damage, bodily injury, and personal injury

(b) for a Mobile VIC, the additional automobile insurance for any vehicle used to transport the Inspection equipment, with a limit of not less than $3 million for third party property damage and bodily injury

Further, the Contractor agrees to add “His Majesty the King in right of Ontario as represented by the Minister of Transportation” as an Additional Insured in respect of the commercial general liability coverage described in (a) above, and shall provide to the Ministry upon request, certificates of insurance evidencing the types and amounts of insurance required by this Article and a copy of the insurance policy(ies).

4.2 The Contractor agrees to inform the Ministry immediately upon the cancellation of the above-stated policy of insurance or the removal of the Ministry as an Additional Insured.

5. INDEMNITY

5.1 The Contractor agrees to indemnify and saves harmless the Ministry and its officers, employees, and agents from and against any claim, demand, damage, loss, expense, (including all costs incurred as a result of), or cause of action of any nature resulting from, or relating to, any of the following:

(a) the operation of the VIC or the existence of any dangerous condition at the VIC
(b) any breach or non-performance by the Contractor of any provision of this Contract
(c) any damage to property, real or personal, owned by the Ministry or others, including any member of the public, caused by, or resulting from the Contractor's performance or non-performance under this Contract or the Contractor's operation of the VIC
(d) any personal or bodily injury to, or death of, any person, including any member of the public, caused by or resulting from the Contractor's performance or non-performance under this Contract or the Contractor's operation of the VIC.

5.2 The Contractor agrees that any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Contract, or at any time during the Term, shall be void and of no legal effect.

6. EQUIPMENT

6.1 The Contractor agrees that all Inspections conducted at the VIC will be performed with equipment approved by the Ministry and such equipment will be purchased by the Contractor from the Program services vendor, Parsons Inc. (**Parsons**).

6.2 The Contractor agrees to enter into an Equipment Purchase and Maintenance Agreement (**EPMA**) with Parsons that specifies Inspection equipment pricing, configurations, replacement parts, maintenance and repair services, and warranties. The EPMA will include rights and responsibilities of the VIC and Parsons including a Ministry-approved appeal process for the Ministry to arbitrate disputes.

6.3 The Contractor agrees to provide and maintain appropriate computer hardware, software, and peripherals to provide an electronic link to the Ministry's information technology system operated by Parsons.

7. INSPECTION SERVICES

7.1 The Contractor agrees that every Inspection will be conducted by a Technician that has successfully completed training provided by Parsons and is registered with the Ministry. An emissions Technician must successfully complete the online emissions training, approved by the Director and can only conduct emissions Inspections as set out in the Directive, Schedule 1. All other Inspections, set out in the Directive, Schedules 2 through 5, will be conducted by Technicians according to their Certificate of Qualification as per the Building Opportunities in the Skilled Trades Act, 2021, if applicable (**Technician**).

7.2 The Contractor acknowledges that it is providing the Inspection services on a non-exclusive basis and that the Ministry makes no representation or guarantee that the Contractor will conduct any particular number of Inspections.

8. INSPECTION CERTIFICATES & PAYMENT UNDER CONTRACT

8.1 The Contractor agrees to issue an approved Vehicle Inspection Report (**VIR**) for every vehicle Inspected. A VIR for a vehicle that passes an Inspection will contain a Vehicle Inspection Certificate Number (**VICN**). The Contractor agrees that the Ministry will charge a fee as set out in Regulation 170/22 for each VIR that contains a VICN that applies to an AIC, SAIC, SSC, SIC, or EIC. Fails, aborts, or incomplete Inspection results will generate a VIR without a VICN and will not trigger a fee chargeable to the Contractor.

8.2 Payments by the Contractor pursuant to Section 8.1 of this Contract shall be made in accordance with the SOP and a Pre-Authorized Debit (**PAD**) Agreement which outlines the process for the Ministry to draw on the Contractor's Canadian bank account to pay for an AIC, SAIC, SSC, SIC, or EIC. The debits will occur on a weekly basis. Contractors are responsible for correctly inputting their banking data into the system to authorize the PAD. Where a Contractor has input incorrect banking information, the Contractor's Inspection equipment will be locked out until the Ministry is satisfied that the bank account information has been corrected. It is the Contractor's responsibility to alert Parsons that their bank account has been updated to initiate removal of the lockout of the Inspection equipment.

8.3 Non-Sufficient Funds (**NSF**) Policy - Contractors must ensure that their account balance is sufficient to cover weekly Inspection volume for their VIC, plus any amounts due to Parsons in accordance with the EPMA.

Contractors are responsible for any NSF charges incurred. Where a Contractor has a frozen or closed bank account or insufficient funds to enable a debit, the Contractor's Inspection equipment will be locked out until the Ministry is satisfied that their bank account has been sufficiently replenished, and any outstanding amounts have been collected. It is the Contractor's responsibility to alert Parsons that the account is ready to be drawn upon to remove a lockout of the Inspection equipment.

9. INCREASE OR DECREASE BY MINISTRY

9.1 Notwithstanding Article 8, the Ministry may from time to time during the Term, on at least 10 calendar days written notice, increase or decrease the fee as set out in regulation by such amount as the Ministry may determine.

10. AUDIT, INSPECTION AND COOPERATION

10.1 The Contractor agrees to permit the Ministry, Parsons, the Ministry's independent auditor, or such other persons as the Ministry may specify to audit, inspect, or review the books, records, and operations of the Contractor by covert or overt means, electronically, by telephone, or otherwise, from time to time, with or without notice, and the Contractor agrees to provide all reasonable access, cooperation and assistance for such purposes.

10.2 The Contractor agrees to provide reasonable cooperation to all contractors retained by the Ministry to provide services related to the Program, as identified by the Ministry.

10.3 Upon receipt of a request from the Director of Vehicle Inspection Standards, Ministry of Transportation, or such other person as the Ministry may designate, the Contractor agrees to provide all reasonable information and documentation to the Ministry and its contractors in respect of the operation of the VIC.

11. DATA AND INFORMATION

11.1 The Contractor acknowledges that the data collected as a result of an Inspection are the sole and exclusive property of the Ministry.

11.2 The Contractor agrees that all information obtained by the Contractor in conducting Inspections will be used solely for the purposes of the Program and will not otherwise be used or disclosed.

12. INSPECTION EQUIPMENT LOCKOUT

12.1 The Contractor acknowledges that the Ministry or Parsons may lockout the Contractor's Inspection equipment in accordance with the SOP. A lockout will prevent the Contractor from providing Inspections. If the Contractor resolves the matter that caused the lockout, to the satisfaction of the Ministry or Parsons, the Contractor may thereafter resume operation as a VIC.

13. PERFORMANCE INTERVIEW

13.1 The Ministry, on not less than 3 business days notice, may require the Contractor to attend before the Director of Vehicle Inspection Standards, Ministry of Transportation, or such other person as the Ministry may designate, for a performance interview to review the operation of the VIC. The Contractor agrees to attend any performance interview and to bring such books, records, and staff of the VIC as the Ministry may specify in the notice.

14. SUSPENSION AND TERMINATION

14.1 The Contractor agrees that, in the event that it breaches any provision of this Contract, the Ministry may in its sole discretion:

(a) issue a suspension notice immediately suspending the accreditation of the Contractor for such period of time as may be set out in the suspension notice; or
(b) issue a termination notice immediately terminating this Contract and revoking the accreditation of the Contractor,

and the Contractor acknowledges that the Ministry is not required to conduct a performance interview before issuing either a suspension notice or a termination notice.

14.2 If the Ministry issues a suspension notice or a termination notice, the Contractor shall immediately complete all of the following:

(a) cease to operate or hold itself out as an accredited VIC
(b) cover or remove from the VIC the Program sign and Program materials obtained from the Ministry
(c) cover or remove the Official Marks from any other sign or materials, including websites, of the Contractor, and cease the display or use of any sign or materials containing an Official Mark
(d) upload all offline Inspections.

14.3 If the Contractor resolves to the satisfaction of the Ministry the matter that caused the Ministry to issue the suspension notice, then the Ministry may on written notice to the Contractor revoke the suspension notice and the Contractor may thereafter resume operation as a VIC.

14.4 The Contractor agrees to allow the Ministry, or such other persons as the Ministry may specify, to enter and inspect the VIC immediately upon the issuance of a suspension notice or a termination notice, and to cover or remove the Program sign and Program materials if the Contractor has not immediately done so, and to remove, cover, or destroy any sign or materials of the Contractor that display an Official Mark.

14.5 The Contractor acknowledges and agrees that it is responsible for and can be suspended or terminated in respect of the actions of its partners, directors, officers, agents, and employees, including Technicians.

15. APPEAL PROVISION

15.1 The Ministry and the Contractor agree that the Contractor may appeal the issue of a suspension notice or termination notice issued under Article 14 to a single arbitrator under an arbitration established pursuant to the Arbitration Act, 1991 (Ontario).

15. 2 An appeal under Section 15.1 shall be made by notice in writing delivered to the Ministry within 15 calendar days of the issue of the suspension notice or termination notice, as the case may be.

15.3 The Contractor agrees that the arbitration must be established by an executed arbitration agreement and concluded within 12 months from the date of the issued suspension notice or termination notice. If the arbitration is not concluded within the 12-month period, then the appeal right shall be considered waived by both the Ministry and Contractor.

16. EXPERTS

16.1 The Contractor acknowledges that the Ministry may obtain advice and assistance from experts and advisors, including Parsons, for the purposes of administering this Contract, conducting a performance interview, issuing a suspension notice or issuing a termination notice, or in an arbitration.

17. REPRESENTATION AND WARRANTY

17.1 The Contractor represents and warrants that all information contained in the application and in any documents submitted by the Contractor to the Ministry in connection with accreditation as a VIC, or the administration of the Contract, or inputted into the DriveON Portal, is true, correct, and accurate.

18. NOT AGENTS

18.1 The Contractor and its partners, directors, officers, agents, and employees, which include Technicians, are not employees or agents of the Ministry.

19. CONFLICT OF INTEREST

19.1 The Contractor and its partners, directors, officers, agents, and employees, which include Technicians, shall not engage in any activity or provide any product or service in respect of the Program where such activity, or the provision of such product or service, creates an actual or potential conflict of interest (in the sole opinion of the Ministry) with the Contractor's obligations as a VIC. For certainty, it is a conflict of interest to offer a product or service that removes, bypasses, defeats or renders inoperative all or part of a motor vehicle's emission control system or modifies a motor or motor vehicle in any way that results in increased emissions from the level to which it was originally designed or certified by the manufacturer of the motor or motor vehicle.

19.2 The Contractor acknowledges that the Ministry may engage contractors to provide services related to the Program including Inspection equipment, training, contact centre, information systems, quality assurance/quality control auditing, independent auditing, and any other services required to carry out the Program, and the Contractor agrees that no shareholder, partner, director, officer, or key management employee shall directly or indirectly, own, have an interest in or participate in the management of any of the contractors providing such services.

19.3 The Contractor must disclose to the Ministry without delay any actual or potential situation which may reasonably be interpreted as either a conflict of interest or a

potential conflict of interest, and the Contractor shall not engage in the conduct out of which it is conflicted unless and until the Ministry notifies the Contractor to proceed notwithstanding the actual, apparent or potential conflict.

19.4 The Ministry may terminate this Contract in the event of a breach of this section by the Contractor, in addition to any other remedies that the Ministry may have in law or in equity.

20. PROMOTION RESTRICTIONS & NON-DISPARAGEMENT

20.1 Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the services provided by the Contractor pursuant to this Contract in any such publicity or publication, including a Program website. The Contractor shall not make use of its association with the Ministry or the Program without the prior written consent of the Ministry. Without limiting the generality of this section, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract or the Program, unless it has first obtained the express written authorization to do so by the Ministry.

20.2 The Contractor shall not disparage the Program orally or in writing, and will not publish, post, or otherwise release any material in written or electronic format (including social media posts), make speeches, gain interviews, or make public statements that mention the Program without the prior written consent of the Ministry.

20.3 The Contractor shall not use or attempt to use its association with the Program or the Ministry which would be contrary to law, common decency or good morals or otherwise be improper or detrimental to the Program or the Ministry.

21. NON-TRANSFERABLE

21.1 The Contractor acknowledges that accreditation as a VIC and this Contract are not transferable or assignable, in whole or in part, to another person or to another location without the prior written approval of the Ministry.

22. TERMINATION OF CONTRACT ON NOTICE

22.1 The Ministry, in its sole and absolute discretion, may terminate this Contract at any time prior to May 26, 2028, on not less than six (6) months written notice to the Contractor. In that event, all of the following apply:

(a) this Contract is terminated as of the date set out in the notice
(b) the Contractor shall comply with all the obligations set out in Article 14
(c) the Ministry has no further obligation or liability to the Contractor in connection with this Contract or the Program.

22.2 Article 15 (Appeal Provision) does not apply to a termination notice issued under Article 22.

23. CROSS-DEFAULT CLAUSE

23.1 The Contractor acknowledges that a breach by the Contractor of any provision of this Contract shall be deemed to be a breach of any other contract that the Contractor has entered into with the Ministry. Further, the Contractor acknowledges that a breach by the Contractor of a provision of any other such contract shall be deemed to be a breach under this Contract.

24. OFFICIAL MARKS & PROGRAM SIGNAGE

24.1 The Official Marks created for the Program and registered in accordance with the Trade-marks Act (Canada) are set out in the SOP.

The Ministry hereby licenses the Contractor to use the Official Marks solely for the purposes of its activities as a VIC. The Ministry may on written notice permit the Contractor to use other marks of the Ministry for the Program. Use of the Official Marks shall be in accordance with all directives and policies outlined in the SOP. This licence expires immediately upon the suspension, termination, or expiration of this Contract.

24.2 The Ministry will not supply the Contractor with a Program sign, nor is the Contractor permitted to display a Program sign as it may cause confusion to the public.

25. SECURITY CLEARANCE CHECKS

25.1 Upon notification from the Ministry, the Contractor shall require any director, officer, agent, contractor, sub-contractor, or employee including Technician, engaged in the delivery of goods or performance of services under this Contract to undergo security clearance checks in accordance with the Ontario government's policy at the Contractor’s cost.

25.2 Upon notification from the Ministry, the Contractor shall be required to provide the necessary information for each individual requiring security clearance by the Security Services and Contingency Planning Branch of the Ministry of Public and Business Service Delivery.

26. OTHER PROVISIONS

26.1 This Contract is governed by the laws of the Province of Ontario and the laws of Canada.

26.2 Counterparts - The Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26.3 All notices and documents required or permitted to be given by one party to the other party under this Contract shall be in writing and delivered personally, by courier or sent by email:

(a) in the case of the Ministry, to it at:

Director of Vehicle Inspection Standards
Ministry of Transportation
87 Sir William Hearst Avenue, Suite 211
Toronto, ON M3M 0B4
Email: VehicleOversight@Ontario.ca

(b) in the case of the Contractor, to the address set out on the DriveON Portal

or such other address as the party has provided by written notice to the other party.

26.4 Time shall be of the essence of this Contract.

26.5 Condonation Not a Waiver - Occurrences where the Ministry has previously forgiven or condoned the Contractor's failure to perform any of the terms or conditions of the Contract does not mean that the Ministry has waived its right to require the Contractor to perform the terms and conditions of the Contract, and the obligations of the Contractor with respect to such performance will continue in full force and effect.

26.6 For certainty, this Contract may be assigned by the Ministry to any person on not less than 60 calendar days notice to the Contractor.

26.7 **Article 3** (Documents), **Article 5** (Indemnity), **Article 8** (Inspection Certificates & Payment Under Contract), **Article 10** (Audit, Inspection and Cooperation), **Article 11** (Data and Information), **Article 14** (Suspension and Termination), **Article 15** (Appeal Provision), **Article 17** (Representation and Warranty), **Article 18** (Not Agents), **Article 19** (Conflict of Interest), **Article 20** (Promotion Restrictions & Non-Disparagement), **Article 22** (Termination of Contract on Notice), and **Article 24** (Official Marks & Program Signage) survive the expiration or termination of this Contract.

26.8 If any provision of this Contract is invalid or unenforceable, the remainder of this Contract shall not be affected.

26.9 This Contract expires on May 26, 2028.

EXECUTED on behalf of the Contractor at _____ on
(City/Town)
_____, 20_____.
(Month Day)

_____ _____
Print Name Title

I have the authority to bind the Contractor.

ACCEPTED AND APPROVED by His Majesty the King in Right of Ontario, as represented by the Director of Vehicle Inspection Standards, Ministry of Transportation

_____ _____

Date Name:

DriveON

EQUIPMENT PURCHASE AND MAINTENANCE AGREEMENT

Prepared by: Parsons

Date: November 2022

Version: 2.2

This is a paper version of the agreement the parties will sign electronically
Customer must set up a user account on the Program portal to access the online agreement

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DriveON

EQUIPMENT PURCHASE AND MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

1.0 AGREEMENT; PARTIES

This Equipment Purchase and Maintenance Agreement (**EPMA** or **Agreement)** is made by and between Parsons Inc., a Federally Chartered Corporation incorporated under the laws of Canada with principal place of business located at 625 Cochrane Drive, Suite 300, Markham, Ontario L3R 9R9 (hereinafter **Parsons**) and the Owner of the Vehicle Inspection Centre (**VIC**) authorized by the Province to participate in the Ontario **DriveON Program** and executing this Agreement on the signature page (hereinafter **Customer**). Customer and Parsons may be referred to herein individually as a party or collectively as the parties.

2.0 AUTHORITY

The Ontario Ministry of Transportation (the **Ministry**, **Province** or **MTO**) and Parsons have entered an agreement (**Provincial Agreement**) under which Parsons will provide you (**Customer**) with access to the DriveON System and Vehicle Inspection System (**VIS**) and Component purchase and Repair Services as set out in Section 5.0 “Services Provided Under This Agreement”.

3.0 TERM OF AGREEMENT

Effective Date: This Agreement takes effect upon approval of the Customer’s DriveON Enrollment Application and the signing of this Agreement by both parties.

End Date: Unless terminated by mutual written agreement of the parties, this Agreement shall remain in effect until the occurrence of any of the following events (in all cases Customer shall pay Parsons for all Services rendered prior to the date of expiration, termination or cancellation):

3.1 By written notice provided by Parsons, if Customer or Customer’s staff threaten or are otherwise abusive to Parsons employees, subcontractors, or other representatives,

3.2 By written notice provided by Parsons if any amount due to Parsons remains unpaid after exhaustion of the collection efforts set out in Section 7.4 “Faulty Payments”,

3.3 Unless otherwise stated in this Agreement, by written notice provided by Parsons, if Customer fails to cure any breach or default of this Agreement by Customer within thirty (30) days of Parsons providing Customer with written notice of said breach or default,

3.4 The date of expiration, termination or cancellation of the Provincial Agreement. In the event the Province extends the Provincial Agreement beyond the base term (May 26, 2028) this Agreement may be automatically renewed to match the term of the Provincial Agreement,

3.5 Customer terminates its participation in DriveON, or if Customer’s participation is terminated by the Province or Parsons,

3.6 If Customer (i) becomes insolvent or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt; (ii) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; (iii) is dissolved or transfers a substantial portion of its assets to a third party; or (iv) a receiver is appointed for the benefit of its creditors, or a

receiver is appointed on account of insolvency.

Each party shall continue to comply with any obligations stated herein that survive the expiry or termination of this Agreement. In particular, the termination or expiration of this Agreement shall not affect the survival and continuing validity of Section 7.0 “Fees and Payments” or of any other provision that is expressly or by implication intended to continue in force after such termination or expiration.

4.0 PERFORMANCE CONTRACT; PROGRAM STANDARD OPERATING PROCEDURES (SOP); PROGRAM DIRECTIVE

As the Province’s DriveON Program Services Vendor, Parsons will perform certain services on behalf of the Ministry. Customer agrees to cooperate fully with Parsons on all such matters and to adhere to the terms and conditions of Customer’s Performance Contract, the Program SOP and Directive.

5.0 SERVICES PROVIDED UNDER THIS AGREEMENT

Parsons will sell to Customer, Vehicle Inspection Systems (VIS) and Components (**Equipment**) conforming to Provincially approved Specifications and provide Warranty and non-warranty Repair Services under the terms and conditions set out herein. Parsons will provide Vehicle Inspection Centre Technical Support Line services (**VIC Technical Support**) by various communication channels as detailed on the Program Portal. Customer will utilize the Program Portal to obtain assistance concerning all aspects of this Agreement, including but not limited to, the purchase, delivery, installation, use, and repair of Equipment; Program portal login issues; and the retirement, transfer or sale of VIS.

6.0 EQUIPMENT PURCHASES; WARRANTIES; REPAIR SERVICES

6.1 VEHICLE INSPECTION SYSTEMS AND PRICES

Customer will purchase all Vehicle Inspection Systems (VIS) and Components as required over the term of this Agreement from Parsons, unless Appendix 2, Section 2.0 “Retirement, Transfer or Sale of Equipment” applies.

This Agreement presents five Vehicle Inspection System packages designed to meet the needs of VICs with different requirements.

Customer has the option to purchase the required VIS components separately pursuant to the Equipment and Parts Price List in Table 1 at section 6.1.6 instead of ordering a Vehicle Inspection System Package.

The OneOBD with 16 PIN OBD Cable is required to perform all emissions and/or safety inspections. The OneOBD with 16 PIN OBD Cable is on backorder. Customer must purchase the OneOBD with 16 PIN OBD Cable once it is in stock to remain an accredited VIC, with the exception of VICs that only perform safety inspections on trailers or motorcycles.

- **Vehicle Inspection System Package 1** is for legacy emissions stations who want to transition their exiting Dieseltune DX270 opacity meter(s) and accessories to the Program – see Section 6.1.1

- **Vehicle Inspection System Package 2** is for legacy emissions stations who have working accessories from a Dieseltune DX240 opacity meter they want to transition to the Program – see Section 6.1.2
- **Vehicle Inspection System Package 3** is a complete package with all new inspection equipment for emissions inspections – see Section 6.1.3
- **Vehicle Inspection System Package 4** is a complete package with all new inspection equipment for conducting HDV Safety Inspections – see Section 6.1.4
- **Vehicle Inspection System Package 5** is a complete package with all new inspection equipment for conducting LDV and/or Motorcycle Safety Inspections – see Section 6.1.5

6.1.1 Legacy Emissions Station Transitioning Dieseltune DX270 Opacity Meter and Accessories

Until June 30, 2022, if Customer was a participant in the legacy MECP Ontario Heavy Duty Emissions Testing Program (**legacy emissions station**), Customer may:

- Choose to transition their legacy DX270 opacity meter(s) and the following accessories to DriveON: horizontal probe, vertical probe, oil temperature sensor, optical tachometer, optical tachometer magnetic mount and reflective tape. (**Eligible Legacy Opacity Meter and Accessories**); and/ or
- Purchase a new DX270 opacity meter(s) and/ or related accessories from Parsons.

No other opacity meter or accessories may be used in the Program.

Customer must maintain the Vehicle Inspection System in Normal Operating Condition as defined herein. There is no Warranty on Customer's Eligible Legacy Opacity Meter and Accessories, should Repair Service be required, Customer will pay all costs to repair or replace the faulty component(s) on Eligible Legacy Opacity Meter and Accessories including related shipping costs.

Vehicle Inspection System Package 1: Legacy emissions stations transitioning an Eligible Legacy Opacity Meter and all Eligible Legacy Accessories to DriveON require the following package:

Vehicle Inspection System Package 1	
Ruggedized Tablet Computer (including licensed DriveON software)	
OneOBD with 16 PIN OBD Cable	
OneConnect Opacity Meter Wireless Communications Device	
9 PIN/ 6 PIN Adaptor	
Price*: $1,536.00	
Add On Component to conduct Heavy Vehicle Safety Inspections	
Sticker Printer	Price*: $666.00

* Taxes extra if applicable.

If Customer's Eligible Legacy Opacity Meter is not in Normal Operating Condition as required, Customer must have Parsons repair it at Customer's expense prior to it being accepted for use in the Program. If Customer prefers not to repair their legacy opacity meter, Customer may purchase a replacement opacity meter from Parsons.

If any of Customer's Eligible Legacy Opacity Meter Accessories are not in Normal Operating Condition as required, it is not eligible to participate in the Program and Customer must purchase a replacement accessory from Parsons.

A complete price list of available VIS Components and replacement parts is set out in Section 6.1.6 Table 1 "Equipment and Parts Price List".

6.1.2 Legacy Emissions Station Transitioning Dieseltune DX240 Accessories

Until June 30, 2022, if Customer was a legacy emissions station with a Dieseltune DX240 opacity meter(s) and related accessories, Customer cannot use their DX240 opacity meter(s) or the vertical or horizontal probes in DriveON, but is permitted to transition the following DX240 accessories: oil temperature sensor, optical tachometer, optical tachometer magnetic mount and reflective tape (**Eligible Legacy Opacity Meter Accessories)**.

Customer must maintain the Customer's Eligible Legacy Opacity Meter Accessories in Normal Operating Condition. There is no Warranty on Customer's Eligible Legacy Opacity Meter Accessories should Repair Service be required. Customer will pay all costs to repair or replace the faulty component(s) including related shipping costs.

Vehicle Inspection System Package 2: Legacy emissions stations transitioning all Eligible Legacy DX240 Accessories to DriveON require the following package:

Vehicle Inspection System Package 2	
Ruggedized Tablet Computer (including licensed DriveON software)	
OneOBD with 16 PIN OBD Cable	
OneConnect Opacity Meter Wireless Communications Device	
9 PIN/ 6 PIN Adaptor	
DX270 Opacity Meter	
Horizontal Probe	
Vertical Probe	
Price*: $4,615.00	
Add On Component to conduct Heavy Vehicle Safety Inspections	
Sticker Printer	Price*: $666.00

* Taxes extra if applicable

If any of Customer's Eligible Legacy Opacity Meter Accessories are not in Normal Operating Condition as required, they are not eligible to participate in the Program and Customer must purchase a replacement accessory from Parsons.

A complete price list of available VIS Components and replacement parts is set out in Section 6.1.6 Table 1 "Equipment and Parts Price List".

6.1.3 Complete VIC Emissions Package

VICs who did not participate in the legacy MECP Ontario Heavy Duty Emissions Testing Program that are accredited to perform DriveON emissions inspections (**new emissions VICs**) will require the following package of equipment

Vehicle Inspection System Package 3: New emissions VICs require the following:

Vehicle Inspection System Package 3
Ruggedized Tablet Computer (including licensed DriveON software)
OneOBD with 16 PIN OBD Cable**
OneConnect Opacity Meter Wireless Communications Device
9 PIN/ 6 PIN Adaptor
DX270 Opacity Meter
Horizontal Probe
Vertical Probe
Oil Temperature Sensor
Optical Tachometer
Reflective Tape
Optical Tachometer Magnetic Mount
Price*: $6,185.00
Add On Component to conduct Heavy Vehicle Safety Inspections
Sticker Printer Price*: $666.00

* Taxes extra if applicable.

** The OneOBD with 16 PIN OBD Cable is required to perform emission inspections on heavy vehicles manufactured with OBD. The OneOBD with 16 PIN OBD Cable is currently on backorder. Package 3 will be available for sale when the OneOBD with 16 PIN OBD Cable is in stock.

6.1.4 Vehicle Inspection Centres Performing Safety Inspections on Heavy Duty Vehicles

VICs that are accredited to perform DriveON safety inspections and issue AIC with Stickers and SAIC with Stickers will require the following package of equipment.

Vehicle Inspection System Package 4: VICs that conduct HDV Safety Inspections require the following:

Vehicle Inspection System Package 4	
Ruggedized Tablet Computer (including licensed DriveON software)	
Sticker Printer	
Price*: $1,904.00	
OBD Components**	
OneOBD with 16 PIN OBD Cable **	Price*: $137.00
9 PIN/ 6 PIN Adaptor ***	Price*: $54.00

***** Taxes extra if applicable.

** The OneOBD with 16 PIN OBD Cable is required to perform safety inspections on heavy vehicles manufactured with OBD. The OneOBD with 16 PIN OBD Cable is currently on backorder. VICs must purchase the OneOBD with 16 PIN OBD Cable once it is in stock.

*** VICs that perform inspections on heavy vehicles that have either a 9 PIN or a 6 PIN OBD connector, must also purchase the 9 PIN / 6 PIN Adaptor, in addition to the OneOBD with 16 PIN OBD Cable.

VICs that only perform trailer safety inspections, are not required to purchase OneOBD with 16 PIN OBD Cable and the 9 PIN / 6 PIN Adaptor.

6.1.5 Vehicle Inspection Centres Performing Safety Inspections on Light Duty Vehicles and Motorcycles

VICs that are accredited to perform DriveON safety inspections on light duty vehicles and/or motorcycles will require the following package of equipment.

Vehicle Inspection System Package 5: VICs that conduct LDV and/or Motorcycle Safety Inspections require the following:

Vehicle Inspection System Package 5	
Ruggedized Tablet Computer (including licensed DriveON software)	
Price*: $1,399.00	
OneOBD with 16 PIN OBD Cable **	Price*: $137.00

***** Taxes extra if applicable.

** The OneOBD with 16 PIN OBD Cable is required to perform safety inspections. The OneOBD with 16 PIN OBD Cable is currently on backorder. VICs must purchase the OneOBD with 16 PIN OBD Cable once it is in stock.

VICs that only perform motorcycle safety inspections, are not required to purchase the OneOBD with 16 PIN OBD Cable.

6.1.6 Equipment and Parts Price List

A complete price list by VIS Component is set out in the table below.

Table 1
Equipment and Parts Price List

Equipment (VIS Components)	Warranty*	Price**
Ruggedized Tablet Computer	4 years	$1,399.00
Refurbished Tablet Computer	6 months	$1,189.00
OneOBD (includes 16 PIN Cable)	2 years	$137.00
Refurbished OneOBD (includes 16 PIN Cable)	6 months	$136.00
Sticker Printer	2 years	$666.00
Refurbished Sticker Printer with power supply	6 months	$450.00
OneConnect Opacity Meter Wireless Communications Device	2 years	$747.00
9 PIN/ 6 PIN Adaptor	2 years	$54.00
Opacity Meter - Includes Opacity Meter Cable (15m)	2 years	$3,079.00
Refurbished Opacity Meter	6 months	$2,800.00
Horizontal Probe	2 years	$196.00
Vertical Probe	2 years	$126.00
Oil Temperature Sensor	2 years	$123.00
Optical Tachometer	2 years	$222.00
Reflective Tape (100 inches)	2 years	$61.00
Optical Tachometer Magnetic Mount	2 years	$41.00
Oil Temperature Extension Cable	2 years	$66.00
Replacement Parts		
OneConnect Opacity Meter Wireless Communications Device Power Supply	2 years	$43.00
16 PIN OBD Cable	2 years	$66.00
Ruggedized Tablet Computer Charger	2 years	$61.00
Sticker Printer (Printer Only; Only available to purchase to replace a defective sticker printer not covered under warranty)	2 years	$548.00
Sticker Printer Power Supply	2 years	$61.00
Sticker Printer Ribbon*** (74 meters)	N/A	$64.00
Sticker Printer Print Head	2 years	$221.00

Equipment (VIS Components)	Warranty*	Price**
Blank Sticker Stock*** (Per Sticker)	N/A	$0.35
Opacity Meter Cable (15m) Sampling Head Cable with Connector (Communication cable w/Barrel connector)	2 years	$381.00
Opacity Meter Cable Kit (with end plate) Fixed Outlet Assembly with Sampling Head Cable with Connector (DX270 Cable Assembly 20m)	2 years	$582.00
Optical Tachometer Cable	2 years	$72.00
Replacement Tablet Computer Rechargeable Battery – 60W	1 year	$249.00
Reusable Shipping Container for Opacity Meter	N/A	$60.00

* All Warranties are subject to the terms and conditions stated herein including but not limited to Sections 6.6, 6.10, 6.14, 6.15, and 6.16.

** Taxes extra if applicable.

*** There is no charge to the VIC for Sticker Printer Ribbon or Blank Sticker Stock or shipping of these items during the Term unless the Sticker Printer Ribbon or Blank Sticker Stock are stolen, lost, damaged, or otherwise missing as outlined in Section 8

6.1.7 Standard Paper Printer: Parsons does not offer standard paper printers, toner or paper for sale to VICs. In addition, Parsons does not offer any standard paper printing services through the Tablet Computer. Vehicle Inspection Reports are provided in Adobe Acrobat PDF format and can be emailed to the VIC's email address, enabling VICs to print the documents on their own paper printer.

6.2 REFURBISHED VIS COMPONENTS

Subject to availability, Parsons may offer refurbished Components as defined herein for sale to Customer at a reduced price compared to new Components. For clarity, if Customer requires Components and no refurbished Component is available, Customer must purchase new Component at full price. Prices for refurbished Components are set out in Section 6.1.6, Table 1.

6.3 ORDERING VEHICLE INSPECTION SYSTEMS

Upon execution of this Agreement by the parties and the signing of Customer's Performance Contract by the Ministry, Customer may order a Vehicle Inspection System and/ or Components.

6.4 SHIPMENT OF EQUIPMENT

6.4.1 **Initial Equipment Order**: Parsons will ship a Vehicle Inspection System (VIS) to the VIC within sixty (60) days of placement of Customer's order. Upon delivery of the VIS and completion of all Readiness Requirements as defined herein, Customer will unpackage the VIS and follow the step-by-step setup instructions provided with the VIS, power up the VIS and follow the onscreen instructions to perform a guided orientation of

the VIS. Upon completion, the Customer's VIS will be activated to perform vehicle inspections.

6.4.2 **Orders for Additional Equipment Subsequent to VIC's activation in the Program**: Parsons will ship new or Refurbished Equipment within two (2) Business Days of Customer placing an order, unless otherwise stated herein.

6.4.3 **Repaired Components Not Covered Under Warranty**: Parsons will ship repaired Components within two (2) Business Days of Customer approving Parsons' repair quotation, unless otherwise stated herein.

6.4.4 **Replacement Components Provided Under Warranty:** Parsons will ship replacement Components to Customer within two (2) Business Days of Customer's request for support, unless otherwise stated herein.

For all orders, Customer will receive an email notification with shipment tracking information upon shipment.

6.5 CUSTOMER VEHICLE INSPECTION SYSTEMS ACCEPTANCE

Vehicle Inspection Systems require Customer's signature upon delivery. If delivered by common carrier, Customer shall inspect the shipment's packaging for visible damage and if applicable, will note the damage on carrier's shipping receipt. Unless properly used for return of a Component to Parsons, removal and disposal of packing materials for VIS or Components are the responsibility of Customer and shall be done in compliance with all municipal, provincial, and federal laws, regulations, and guidelines. It is recommended that Customer keep the Tablet Computer original packaging and/ or opacity meter original shipping container for ease and safety of future shipping of the Tablet Computer and/ or opacity meter for repairs, if required.

6.6 EQUIPMENT WARRANTIES; WARRANTY DURATION

Parsons shall be the only provider of Equipment Repair Services to Customer. Parsons provides all new Equipment and/ or Refurbished Equipment sold hereunder, and any Equipment Repair Services provided at Customer's expense hereunder, with a Repair Services Warranty as described herein at no additional cost to Customer (**Repair Services Warranty** or **Warranty**). Equipment Warranty coverage, terms of coverage, duration of Warranty and related terms and conditions are set out below.

6.6.1 Parsons Warranties: Parsons warrants that the Equipment (including any necessary repaired and/or replacement Components in connection with the Repair Services) delivered hereunder shall conform to Provincial Specifications, descriptions, and other conditions of this Agreement; be free from liens and encumbrances with good title conveyed upon full payment of the purchase price; and be fit and safe for their intended purpose.

6.6.2 Repair Services provided under Warranty: For all Equipment under Warranty, Parsons will repair or replace it as required to return it to Normal Operating Condition as defined

herein at Parsons' expense. All Repair Services Warranties cover manufacturing defects and will be provided in accordance with the terms of this Agreement. Parsons does not provide services onsite at the VIC.

6.6.3 Duration of Warranty Coverage: All new and/ or Refurbished Equipment purchased hereunder, any Equipment Repair Services provided at Customer's expense hereunder, and/ or Replacement Equipment provided under warranty hereunder, qualify for Warranty coverage as follows:

6.6.3.1 **New Tablet Computer**: Parsons will delay the start of Customer's new Tablet Computer Warranty when it is included in Customer's initial Equipment order placed during the Program rollout as follows:

6.6.3.1.1 Initial Equipment Order: Warranty services provided for four (4) years beginning on the earlier of the following dates:

- the first activation/ connection of Customer's Vehicle Inspection System to the DriveON network following receipt of new Tablet Computer by Customer.
- thirty (30) days following receipt of new Tablet Computer by Customer.

6.6.3.1.2 Other Orders: Warranty services provided for four (4) years beginning on the date the new Tablet Computer is received by Customer.

6.6.3.1.3 Tablet Computer Rechargeable Battery: Parsons warrants Rechargeable Tablet Computer Batteries will be free of manufacturing defects as set out below:

6.6.3.1.3.1 Rechargeable Battery in new Tablet Computer: Battery is covered for three (3) years beginning when the Tablet Computer warranty takes effect as set out in this section. If Parsons replaces Customer's battery under Warranty, the remaining balance of the Warranty period on the original Battery will transfer to the Replacement Battery.

6.6.3.1.3.2 Rechargeable Battery in Refurbished Tablet Computer: Battery is covered for six (6) months beginning on the date the refurbished Tablet Computer is received by Customer.

6.6.3.1.3.3 Replacement Tablet Computer Rechargeable Battery purchased by Customer: If Customer's battery is no longer under warranty, Customer must purchase a Replacement Tablet Computer Rechargeable Battery

from Parsons and Parsons will provide a one (1) year Warranty from the date the Replacement Tablet Computer Rechargeable Battery is received by Customer.

6.6.3.1.3.4 For clarity, the above Warranties do not cover the battery capacity decline that happens to all rechargeable batteries over time and with the use of the battery.

6.6.3.2 **Other New Equipment (excluding new Tablet Computer)**: Parsons will delay the start of Customer's new Equipment Warranty when it is included in Customer's initial Equipment order placed during the Program rollout as follows:

6.6.3.2.1 Initial Equipment Order: Warranty services provided for two (2) years beginning on the earlier of the following dates:

- the first activation/ connection of Customer's VIS to the DriveON network following receipt of the new VIS by Customer,
- thirty (30) days following receipt of the new VIS by Customer.

6.6.3.2.2 Other Orders: Warranty services provided for two (2) years beginning on the date the new Equipment is received by Customer.

6.6.3.3 **Refurbished Component**: If Customer purchases refurbished Components as defined herein, Warranty services are provided for six (6) months beginning on the date the refurbished Component is received by Customer.

6.6.3.4 **Repaired Equipment**: If Customer's out-of-warranty Equipment is repaired by Parsons at Customer's expense, Parsons provides a six (6) month Warranty on any repaired Equipment, beginning on the date the repaired Equipment is received by Customer.

6.6.3.5 **Replacement Equipment Provided Under Warranty by Parsons**: Should Parsons replace Customer's Equipment under Warranty, the remaining balance of the Warranty period on the original Equipment will transfer to the Replacement Equipment. There shall be no additional warranty on Replacement Equipment.

6.6.4 Warranty Coverage on Parts Within Larger Components: Warranties cover repair or replacement of any defective Equipment and/ or any defective Equipment repair provided hereunder, including the cost of labour required to perform the repair or replacement. For clarity, if the defective part being replaced/ repaired is a part within a larger component, this Warranty extends to only the repaired or replaced part and not the entire component.

6.6.5 Unexpired Term: Any unexpired term remaining on any Equipment Warranty will expire upon completion of the base term of this Agreement, May 26, 2028, unless this Agreement is renewed in accordance with Section 3.4, with the Province extending the Provincial Agreement for up to three (3) additional years, in which case the Warranty will extend beyond May 26, 2028 to the earlier of (a) the end of the original Warranty term or (b) the end of the extended term of this Agreement.

6.7 REPAIR SERVICES: ELIGIBLE LEGACY OPACITY METERS

If Customer's Eligible Legacy Opacity Meter requires Repair Service, Customer will be responsible for all costs to repair or replace the legacy opacity meter including but not limited to all related shipping costs. For clarity, Parsons will prepay all required shipments described in this Section 6.7 and for billing and payment purposes Parsons will include shipping fees with its charges to Customer for legacy opacity meter repairs and/ or the purchase of a new opacity meter.

If Customer's Eligible Legacy Opacity Meter requires Repair Service, Customer will contact VIC Technical Support for assistance by telephone, tablet video conference or chat and will participate in troubleshooting procedures, as requested by the Parsons Equipment Technical Support Personnel (**Parsons Technical Support Agent** or **Parsons Agent**). Provided Customer has complied in a timely manner with all of its obligations under this Agreement, Parsons will provide opacity meter Repair Services as set out below:

6.7.1 Parsons will provide Customer with remote technical support resolution within one (1) Business Day of receipt of Customer's request for support.

6.7.2 If Parsons is unable to resolve the issue remotely, a loaner opacity meter will be shipped to the VIC within two (2) Business Days of receipt of Customer's request for support.

6.7.3 Customer will use the packaging provided with the loaner opacity meter to package Customer's opacity meter suitably to ensure it will not be further damaged in transit. If Customer fails to use the packaging provided by Parsons, Customer will pay the cost to repair the opacity meter if it is damaged in transit. Parsons will provide shipping labels for printing by Customer. When the packaged Equipment is ready for shipment, Customer will contact the courier who will pick up the package from the VIC and deliver it to Parsons where Parsons will evaluate it and provide a repair quotation for Customer's approval.

6.7.4 If Customer approves the repair quotation, Parsons will complete the repair and ship Customer's opacity meter to the VIC, or

6.7.5 if Customer does not approve the repair or if Parsons deems Customer's opacity meter to be unrepairable, Customer will purchase new or Refurbished Equipment. If Customer requests return of Customer's unrepaired opacity meter, Parsons shall return it to Customer and Customer shall pay for shipping.

6.7.6 Customer will install and activate any repaired/ replaced opacity meter promptly upon receipt and reuse the packaging material provided to package the loaner opacity meter for return to Parsons.

6.7.7 Customer is responsible for the cost to repair the loaner opacity meter if loaner is damaged while in VIC's possession or if Customer fails to use the packaging provided by Parsons to ship the loaner opacity meter back to Parsons and the loaner is damaged in transit. If Customer fails to return the loaner opacity meter as required herein within five (5) Business Days of VIC's receipt of Customer's purchased or repaired opacity meter, Customer will be charged the full price of a new opacity meter for the unreturned loaner opacity meter and all reusable shipping containers.

6.8 REPAIR SERVICES: ALL EQUIPMENT (EXCLUDING ELIGIBLE LEGACY OPACITY METERS)

If Customer's Equipment requires Repair Service (excluding legacy opacity meters which are addressed in Section 6.7 "Repair Services: Eligible Legacy Opacity Meters"), Customer will contact VIC Technical Support for assistance by telephone, tablet video conference or chat and will participate in troubleshooting procedures, as requested by the Parsons Agent. Provided Customer has complied in a timely manner with all of its obligations under this Agreement, Parsons will provide Repair Services as set out in Sections 6.8.1 and 6.8.2 below.

- Repair Services and Related Shipping Costs: All shipments required under this section will be performed by Parsons' designated courier service, unless Customer chooses to drop off or pick up the Equipment at Parsons' facility as described in Section 6.11. Parsons will prepay all required courier shipments, and:
- If Customer's Equipment is covered under Warranty, Parsons will pay all shipping costs.
- If Customer's Equipment is not covered under Warranty, Customer will pay all shipping costs, which will be included with Parsons' charges to repair or replace the Equipment.

6.8.1 Tablet Computers

6.8.1.1 Parsons will provide Customer with remote technical support resolution within one (1) Business Day of receipt of Customer's request for support.

6.8.1.2 If Parsons is unable to resolve the issue remotely, Parsons will provide shipping labels for printing by Customer. Customer will package the Tablet Computer suitably to ensure it will not be further damaged in transit. When the packaged Tablet Computer is ready for shipment, Customer will contact the courier who will pick up the package from the VIC and deliver it to Parsons.

6.8.1.3 If Customer's Tablet Computer is covered under Warranty, Parsons will repair or replace Customer's Tablet Computer as applicable and ship it back to the VIC within two (2) Business Days of receipt of Customer's Tablet Computer at no cost to Customer.

6.8.1.4 If Customer's Tablet Computer is not covered under Warranty:

6.8.1.4.1 Parsons will evaluate it and provide a repair quotation for Customer's approval. Parsons will repair Customer's Tablet Computer and ship it back to the VIC within two (2) Business Days of receiving Customer's approval to proceed with the repair.

6.8.1.4.2 If Customer does not approve Parsons' repair quotation, or if Parsons deems Customer's Tablet Computer to be unrepairable, and Customer requires a replacement Tablet Computer, Customer must purchase a new or refurbished Tablet Computer from Parsons.

6.8.1.5 Customer will install and activate Customer's repaired/ replaced Tablet Computer promptly upon receipt and dispose of the packaging material as described in Section 6.5 "Customer Vehicle Inspection System Acceptance".

6.8.2 **All Other Equipment** (excludes Tablet Computers, legacy opacity meters and legacy opacity meter accessories):

6.8.2.1 Parsons will provide Customer with remote technical support resolution within one (1) Business Day of receipt of Customer's request for support.

6.8.2.2 If Customer's Equipment is covered under Warranty and Parsons is unable to resolve the issue remotely, Replacement Equipment will be shipped to the VIC within two (2) Business Days of receipt of Customer's request for support.

6.8.2.3 If Customer's Equipment is not covered under Warranty and Parsons is unable to resolve the issue remotely, the Parsons Agent will give the VIC the option of (1) ordering the required Replacement Equipment from Parsons, and/ or (2) if applicable, having Parsons authorize its courier to pick up the Equipment and deliver it to Parsons for Parsons to inspect, repair and return the Equipment to Customer.

6.8.2.3.1 If Customer chooses to order the required Replacement Equipment, Parsons will process the order and ship the Replacement Equipment to Customer within two (2) Business Days of receipt of Customer's request for support.

6.8.2.3.2 If Customer chooses to have Parsons repair the Equipment:

6.8.2.3.2.1 Parsons will initiate a service request and authorize a courier to pick up the Equipment from the VIC.

6.8.2.3.2.2 Parsons will provide shipping labels for printing by Customer and Customer will package the Equipment suitably to ensure it will not be damaged in transit.

6.8.2.3.2.3 If Customer is sending an out-of-warranty opacity meter to Parsons for servicing, Parsons recommends shipping the unit in a hard shipping container to prevent the opacity meter from being damaged while in transit. If Customer chooses to ship an opacity meter to Parsons without hard packaging, Customer assumes the risk should the Equipment be damaged in transit.

6.8.2.3.2.4 When the packaged Equipment is ready for shipment, Customer will contact the courier who will pick up the package from the VIC and deliver it to Parsons.

6.8.2.3.2.5 Parsons will evaluate the Equipment and provide a repair quotation for Customer's approval.

6.8.2.3.2.6 Parsons will repair Customer's Equipment and ship it back to the VIC within two (2) Business Days of receiving Customer's approval to proceed with the repair.

6.8.2.3.2.7 If Customer elects not to proceed with the repair, or if Parsons deems Customer's Equipment to be unrepairable, and Customer requires Replacement Equipment, Customer must purchase new or Refurbished Equipment from Parsons.

6.8.2.3.2.8 Parsons will collect any fees due under this section as set out in Section 7.2 Terms of Payment.

6.8.2.4 Customer will install and activate Customer's repaired/ replaced Equipment promptly upon receipt and keep, reuse or dispose of the packaging material as described in Section 6.5 "Customer Vehicle Inspection System Acceptance".

6.9 DAILY CUT-OFF TIME

Without exception, all orders for Equipment (purchased or provided under Warranty hereunder), Equipment repairs, and Repair Services response times set out in this Agreement are subject to a 3:00PM (eastern) **Daily Cut-off Time**, after which time any order for Equipment, repair quote authorization and/ or any request for Equipment Repair Service is deemed to have been received the following Business Day.

6.10 EQUIPMENT WARRANTIES: OTHER TERMS AND CONDITIONS

All Equipment warranties are subject to the following additional terms and conditions:

6.10.1 When Parsons requires Customer to return a failing Component replaced under Warranty, Parsons will provide shipping labels for printing by Customer and

Customer will ship the faulty Component (at Parsons' expense), suitably packaged per Parsons' instructions, within five (5) Business Days of receiving the replacement for the failing Component. Provided Customer follows such instructions, Parsons is responsible for loss of, or damage to, the Component while in transit. If Customer does not return the failed Component to Parsons as required, Customer shall pay Parsons for the failed Component.

6.10.2 If Repair Services under Warranty involve the exchange of a faulty VIS Component, the replacement Component becomes the property of Customer at no additional cost, but the item replaced and returned to Parsons shall no longer be the property of Customer. Customer represents and warrants that all returned VIS Components or other items shall be the same as those delivered to Customer.

6.10.3 If Parsons provides a VIS Component under Warranty to replace a failing Component and requires Customer to return the failed Component to Parsons as required hereunder, and such Component is then determined to be in Normal Operating Condition or has been damaged due to accident, misuse or abuse by Customer (as more fully detailed in Section 6.16 "Warranty Service Exclusions"), Parsons will notify Customer of this determination by email, including an outline of the nature of the damage that invalidates the Warranty, accompanied by a picture of the damage. In such instances, Customer agrees to reimburse Parsons for the cost of the replacement Component and the cost of shipping the suspect Component to Parsons. Customer understands that Customer then shall own both the new Component shipped to Customer and the original Component returned to Parsons, which shall be returned to Customer at Customer's expense, unless Customer directs otherwise.

6.10.4 If Customer disagrees with the finding by Parsons that Customer has damaged the Component causing the Equipment to be disqualified from Warranty coverage, Customer may initiate the dispute resolution process set out in Section 11.0.

6.11 EQUIPMENT REPAIR/ REPLACEMENT: CUSTOMER DROP OFF/ PICK UP

Before 3:00 PM during business hours Monday to Friday, Customer may drop off and/ or pick up Equipment or Components including opacity meters and loaner opacity meters for repair, replacement and/ or return at Parsons' warehouse/ repair centre located at the address provided on the Program Portal, however Customer will contact VIC Technical Support and complete all required diagnostic procedures before returning any item for repair or replacement. For clarity, Parsons cannot guarantee same day repairs and Customer must contact VIC Technical Support to schedule a time prior to visiting the warehouse/ repair centre.

6.12 EQUIPMENT RECEIVED DAMAGED BY CUSTOMER

If Equipment or part thereof provided under Warranty, or purchased from Parsons by Customer hereunder, is received damaged, inoperable or is otherwise faulty upon receipt, Customer must advise VIC Technical Support by email within ten (10) Business Days of receipt. If Customer

fails to do so, such Equipment or part shall be deemed to have been received by Customer in good working order.

6.13 CUSTOMER FAILS TO ACCEPT DELIVERY OF EQUIPMENT SHIPMENT

Delays in receipt of any Equipment caused by Customer's failure to accept delivery at Customer site during Customer's normal hours of operation will result in a delay in Customer's VIS becoming operational. Under such circumstances, Customer will pay any shipping fees required to redeliver the Equipment.

6.14 REPAIR OR REPLACEMENT

Repair or replacement of a faulty Component that restores a Vehicle Inspection System to operating conditions pursuant to the Specifications (**Normal Operating Condition**) shall constitute fulfillment of all Warranty obligations under this Agreement on the part of Parsons. Replacement Components provided herein may not be new but will be in good working order and functionally equivalent or superior to the item replaced. The Warranties set out in this Agreement are in lieu of all other warranties expressed or implied, including without limitation any Warranty of merchantability or fitness of the services for any particular purpose. Equipment, the DriveON System, and/or Repair Services provided hereunder are otherwise provided "as is — with all faults."

6.15 WARRANTY LIMITATIONS

Parsons warrants that the Repair Services provided under Warranty under this Agreement shall be provided in a commercially reasonable manner and shall include only the repair or replacement (at Parsons' sole discretion) of Components of the Vehicle Inspection System in accordance with the Repair Services descriptions and limitations contained herein, accomplished by dispatch of Components to the VIC for installation by Customer and/ or the repair of the Equipment at Parsons warehouse/ repair centre. Parsons gives no warranties of any kind, express or implied, for any goods or services not supplied by Parsons. Any modifications to a Vehicle Inspection System that are not provided by or approved by Parsons or use of a Vehicle Inspection System for anything other than DriveON, shall void all Warranty obligations.

6.16 WARRANTY SERVICE EXCLUSIONS

Warranty coverage on Equipment is subject to the following exclusions:

Equipment lost, stolen, or damaged by losses, vandalism, fire, water, oil, grease, exposure to excessive heat or cold, chemicals (including but not limited to toluene, benzene and xylene), misuse, accident, abuse, unauthorized modification, unsuitable physical or operating environment, improper installation of Replacement Equipment by Customer; operation outside the designated inspection area, maintenance by an unauthorized party; damage to any VIS Component due to the action or inaction of Customer (including but not limited to damage to an opacity meter or rechargeable battery due to Customer's failure to operate and maintain the Equipment in accordance with the manufacturer and/or Parsons/ MTO instructions and to

maintain the Equipment in good working order at all times); damage to Equipment due to operation of computer tablet battery while in overcharged or undercharged condition; failures caused by a product or utility connection for which Parsons is not responsible; installation of, and paying any charges for, internet and/or telephone services; paper and/or Repair Services for any printer not ordered hereunder from Parsons; Equipment with removed or altered Vehicle Inspection System or Component identification labels including date of manufacture codes; service to any computer tablet or rechargeable battery damaged by Customer's use of a tablet charger not provided by Parsons; service of any Equipment or software alterations not authorized by Parsons including but not limited to any installation by Customer of a feature, device, part, option, alteration, component, consumable, software and/or attachment or the like not provided by Parsons (**tampering**). If Customer's Equipment is deemed unsuitable for Warranty coverage under this section, the Equipment must be restored to Normal Operating Condition at Customer's expense to regain Warranty status. In addition, if Customer is found to have tampered with the Equipment, Customer will pay Parsons' inspection and/or diagnostic fee(s) as applicable, calculated in accordance with Section 7.3.2 "Other Service Fees", for any services required to identify the tampering and/or resolve issues associated with Customer's tampering with Equipment.

6.17 SECURITY

Customer agrees that only the VIC Owner (or delegate) and qualified Inspection Technicians will be allowed to use the Vehicle Inspection System (with the exception of prospective technicians using the Vehicle Inspection System in training mode for the purpose of becoming an Inspection Technician). Customer agrees that Customer is responsible for any and all Vehicle Inspection System and/or DriveON System access and security controls and tools (such as passwords and Wi-Fi access), that such controls and tools will not be shared, will be kept secure, and that Equipment will not be left unattended while an authorized user is logged in. Customer will ensure all Inspection Technicians and other VIC staff are aware of and adhere to these requirements.

If Customer's Vehicle Inspection System is stolen or Customer suspects any unauthorized person has gained access to Customer's Vehicle Inspection System or in the event of any security breach that may impact the DriveON System, Customer will notify VIC Technical Support immediately. Customer will cooperate with Parsons to investigate any security breach if requested by Parsons. Parsons shall have sole discretion to disable or suspend any Customer's account for failure to notify the VIC Technical Support team or if the breach jeopardizes the security of DriveON.

7.0 FEES AND PAYMENTS

Parsons will charge Customer Equipment purchase fees and other fees as described below when applicable. All invoices and related payments will be issued/ processed electronically.

Parsons will not issue or mail paper invoices to Customer. Parsons will add all applicable taxes to its fees, as required.

7.1 METHOD OF PAYMENT

Parsons will accept only preauthorized debit transactions (**PAD**) transactions (electronic bank-to-bank transfers) to pay any and all amounts due to Parsons under this Agreement.

PAD Agreement: To facilitate PAD transactions Customer must complete and e-sign Parsons' online PAD Agreement while logged into Customer's DriveON account. The bank account designated by Customer to be used for PAD transactions must be a chequing account and must be sufficiently funded to ensure that PAD transactions to pay for Vehicle Inspection System purchases and/or other Parsons fees are successfully processed by Customer's bank when submitted. Customer must ensure that the designated chequing account information Parsons has on file is updated as required and must sign a new PAD Agreement if the information changes (for example, if Customer changes banks). Customer agrees to waive any transaction processing waiting period requirements that may be imposed by Parsons' bank or Customer's bank.

7.2 TERMS OF PAYMENT

Parsons will process payment in full upon placement of Customer's order or upon Customer's approval of Parsons' Equipment repair quotation, as applicable.

7.3 OTHER FEES

Customer agrees to pay the following fees (if applicable) in accordance with the terms of this Agreement. Unless otherwise indicated, all such fees will be paid as incurred. Taxes are extra, if applicable.

7.3.1 **Equipment Repair and/or Component Replacement**: If Customer's Equipment is not covered under a Warranty hereunder, or if covered under Warranty and Section 6.16 "Warranty Service Exclusions" applies, Customer will pay all costs to repair the Equipment including shipping. In such instances, replacement Components are priced in accordance with Section 6.1.6, Table 1 "Equipment and Parts Price List" and repair labour (if required) will be charged as set out in Table 2 in Section 7.3.2 below. Parsons will provide a quotation/ invoice to be approved by Customer prior to Customer incurring any repair charges. Payment is due as set out in Section 7.2 "Terms of Payment".

7.3.2 **Other service fees**: Any billable service, including but not limited to Equipment inspection and/or diagnostic fees payable under Section 6.16 "Warranty Service Exclusions" (if applicable), provided by Parsons during the term of this Agreement that is not specified in the Agreement shall be charged to Customer on a time and materials basis with Components priced in accordance with Section 6.1.6, Table 1 "Equipment and Parts Price List" and labour charges determined as set out in Table 2 below. In all cases Parsons will provide a repair quotation for Customer's approval prior to Customer incurring any repair charges.

Table 2
Equipment Repair Service Rates – Non-Warranty Repair Services

Parsons will charge Customer at the rates below for any non-warranty Equipment Repair Services that require Parsons technician services applicable under Section 7.3.1 "Equipment Repair and/or Component Replacement". These rates apply to work performed to diagnose, inspect and/ or repair any VIS Equipment and/or Opacity Meters. Labour hours are rounded up to nearest ½ hour for billing purposes. Labour charges are in addition to any required replacement Components or other parts required to complete the repair.

VIS Equipment (including opacity meters)	Time	Price*
Non-warranty service rate	First Half Hour	$75.00
Non-warranty service rate	Each Additional Half Hour	$70.00

* Taxes extra, if applicable

7.4 FAULTY PAYMENTS

If Customer's PAD payment transaction is not accepted/ successfully processed for any reason (**faulty payment**):

7.4.1 Parsons will provide notice by email and/ or phone advising Customer of the faulty payment and how to resolve the issue, and

- If Customer's order has not been shipped, the order will be placed on hold until Customer's faulty payment transaction has been remedied; and
- Customer's Vehicle Inspection System will be locked out. Parsons will unlock it in accordance with Section 7.4.3.

7.4.2 Customer must remedy the cause of the faulty payment and advise Parsons when so done and Parsons will resubmit the payment transaction.

7.4.3 Parsons will unlock Customer's Vehicle Inspection System when satisfied Customer has sufficiently remedied the cause of the faulty payment and any outstanding amounts have been collected.

7.4.4 Future Equipment Orders (if applicable): If any Customer PAD payment transaction hereunder is/ was faulty as set out in this section for any reason not attributed to Parsons, Parsons may, at Parsons' sole discretion in each case, require a four (4) Business Day shipping hold be placed on Customer's future orders to ensure successful processing of Customer's payment transaction before shipping Customer's order.

7.4.5 If the faulty payment is not remedied within thirty (30) days of the lockout, Parsons may initiate termination of this Agreement under Section 3.2. In addition, Parsons will, at Parsons' sole discretion, take any steps deemed necessary to collect all amounts owing, including any legal action necessary to recover these cost/fees

plus any associated penalties, assessments, settlement sums, and attorney, consultant, or expert fees.

7.5 DISPUTED AMOUNTS

If Customer disagrees with an item or amount charged by Parsons, Customer may initiate the dispute resolution process detailed in Section 11.0.

Customer shall not withhold, retain or defer payment of any amount due to Parsons by reason of any dispute, counterclaim, or set off that it may allege against Parsons hereunder. If a dispute arises concerning a PAD payment, invoice or other charge, if Customer does not give Parsons written notice (email) of a dispute within ten (10) days from the date of the invoice and/ or charge, such Invoice or other charge shall be deemed correct, undisputed and binding on Customer.

7.6 TAXES

Pricing set out in this Agreement does not include taxes unless so indicated. Parsons will add all applicable taxes as required to all amounts charged to Customer in connection with this Agreement, including, but not limited to, the Harmonized Sales Tax (HST) or Provincial Sales Tax (PST). If Customer is not required to pay sales tax, Customer must provide an appropriate tax exemption certificate. Sales tax will be shown separately when charged and will be paid by Customer to Parsons.

7.7 VEHICLE INSPECTION SYSTEM LOCKOUTS

7.7.1 Parsons Lockout

Customer acknowledges and agrees that Customer's Vehicle Inspection System may be prevented from performing vehicle inspections (**lockout**) as set out in Section 7.4 "Faulty Payments". Customer agrees that said lockout shall not constitute a breach of this Agreement by Parsons and that Parsons is due any and all amounts payable to Parsons by Customer in accordance with the terms of this Agreement.

Customer will advise Parsons when the situation that caused the lockout has been remedied, upon which Parsons will resubmit Customer's PAD transaction and remove the lockout, subject to the terms of Section 7.4 "Faulty Payments".

7.7.2 Provincial Lockout

Customer acknowledges and agrees that Parsons, upon receiving direction to do so by the Province, may lockout Customer's Vehicle Inspection System if Customer violates the terms of Customer's Performance Contract, Program Directive and/ or the Program SOP, including but not limited to Customer's failure to pay the Province fees due thereunder, or if Customer's fee payment to the Province is faulty. Customer agrees that said lockout shall not constitute a breach of the Agreement by Parsons and that Parsons is due any and all amounts payable to Parsons by Customer in accordance with the terms of this Agreement.

Customer's Vehicle Inspection System will be unlocked in accordance with the terms of Customer's Performance Contract, Program Directive and/ or the Program SOP.

8.0 STICKER PRINTER AND CONSUMABLES

If the VIC is accredited to perform HDV Safety Inspections, Customer must purchase an equipment configuration that includes a sticker printer. All sticker printer ribbons, replacement parts and sticker stock used in the sticker printer must be sourced from Parsons. Parsons will:

- Provide sticker printers for purchase by Customer,
- Provide blank Sticker stock at no cost to Customer. Parsons will ship, at no cost to the Customer, valid Sticker stock fulfilment requests within one (1) Business Day of receipt of the fulfillment request. Parsons reserves the right to review and adjust sticker orders as required to ensure consistency with historical volumes and/or the VIC's current inspection volumes as applicable. Customer will be responsible for paying for replacement Sticker stock and shipping costs if the sticker stock is stolen, lost, damaged or otherwise missing, and
- Provide sticker printer ribbons at no cost to Customer. Parsons will ship, at no cost to the Customer, valid sticker printer ribbon fulfilment requests within two (2) Business Days of receipt of the fulfillment request. Parsons reserves the right to review and adjust printer ribbon orders as required to ensure consistency with historical volumes and/or the VIC's current inspection volumes as applicable. Customer will be responsible for paying for replacement sticker printer ribbons and shipping costs if the sticker printer ribbon is stolen, lost, damaged or otherwise missing.

VIC Ceases Operations: If Customer's VIC ceases to operate in the DriveON Program for any reason, Customer will return any blank sticker stock in Customer's possession to Parsons.

OTHER TERMS AND CONDITIONS

9.0 CUSTOMER OBLIGATIONS

Customer shall: (1) Ensure that sufficient information is given to Parsons in sufficient time to enable the Repair Services to be performed, (2) Operate and maintain all Equipment according to procedures provided by the Equipment manufacturer and/or Parsons, including but not limited to, those pertaining to the Tablet Computer, OneOBD, opacity meters, sticker printers and rechargeable Tablet batteries; (3) Operate and/ or store Tablet Computer(s), sticker printer(s), sticker printer ribbons and blank sticker stock in a secure location that is climate controlled; (4) Cooperate fully with Parsons in all matters relating to the performance and administration of this Agreement; (5) Participate in Equipment troubleshooting procedures as directed by Parsons when requested; (6) Participate in the download and installation of designated VIS software update(s) from the DriveON System, in accordance with instructions provided by Parsons if requested; and (7) Perform all

Customer's requirements under this Agreement in accordance with all applicable federal, provincial, and municipal laws, and regulations including but not limited to the Program SOP and Directive.

10.0 LIMITATIONS ON USE

Customer acknowledges and agrees: (1) Vehicle Inspection System purchased hereunder shall be used exclusively for DriveON-related business and for approved functions associated with DriveON and shall not be used for any other commercial, personal, family, or household purpose; (2) to acquire Vehicle Inspection System only for its own use and not for resale, remarketing, or leasing; (3) the VIS is a CLOSED SYSTEM designed to perform ONLY DriveON functions and is not useful for any other non-DriveON purposes; (4) that Customer shall not attempt to open, reverse engineer, deconstruct, decompile, modify, debug or otherwise tamper with the VIS Tablet hardware, software of firmware or to install or have installed on the tablet any software or hardware not provided by Parsons; (5) that Customer is responsible for ensuring that all Equipment is used only in accordance with the terms and conditions of this Agreement and that all DriveON inspections conducted on Customer's Vehicle Inspection System are performed in accordance with Provincial requirements including but not limited to those included in the Program SOP, Program Directive and/ or Customer's Performance Contract.

11.0 DISPUTE RESOLUTION

Should Customer have a complaint relating to the services provided hereunder by Parsons, such as a disagreement pertaining to Parsons' provision of Equipment and/or Warranty services hereunder, an amount charged by Parsons to Customer, or the interpretation of the terms of this Agreement (**dispute**), the parties agree to the following process:

11.1 Customer will contact VIC Technical Support by phone, email or web ticket and advise Parsons of the nature of the dispute,

11.2 Open a ticket to create a record of the dispute,

11.3 Parsons will contact Customer within three (3) Business Days of logging the ticket,

11.4 Both Parsons and Customer will make a good faith effort to mutually resolve the dispute as quickly as practicable, however if the dispute has not been resolved within two (2) Business Days of Parsons contacting Customer the matter will be escalated by Parsons to the Ministry,

11.5 Parsons will add all Customer initiated dispute data received to the dispute ticket file for Ministry review,

11.6 The Ministry will review the information provided in the System and may contact Customer and/ or Parsons to request additional information, seek clarification, and/ or ask additional questions as required to ensure the Ministry has all the information required to arbitrate the dispute,

11.7 The Ministry will convey its decision to the parties in writing within ten (10) Business Days, and

11.8 The parties agree that the decision of the Ministry will be final and binding on both parties.

12.0 LIMITATION OF LIABILITY; INDEMNIFICATION OF PARSONS BY USER

Neither party is responsible to the other for failure to fulfill any obligation under this Agreement due to a cause(s) beyond the non-performing party's control (**a "Force Majeure" event**) as defined herein.

Parsons is not liable to Customer for any event of delayed performance, or complete or partial non-performance, resulting directly or indirectly from Customer's failure to comply with any of its obligations hereunder. Parsons does not warrant uninterrupted or error-free operation of the DriveON System, Vehicle Inspection System or of any other product or Services hereunder or that Parsons will correct all defects. The liability of Parsons in respect of any claim whatsoever (including, without limitation, claims based on breach of Warranty, breach of contract, negligence or strict liability in tort) for loss, damage or expense of any nature and howsoever arising hereunder shall in no circumstances exceed a total aggregate sum equal to the amount paid hereunder by Customer for the twelve (12) months prior to the date of the claim. Parsons shall have no liability for any indirect, incidental or consequential damages or loss (including, without limitation, loss of profits, loss of use, and loss of goodwill, economic or special damages).

In the event of any claim, Customer will provide Parsons with written notice of the facts alleged to justify such claim within thirty (30) days of their discovery by Customer. Parsons shall not be liable for any claim for loss, damage or expense unless suit is brought within two (2) years from the date of performance by Parsons of the Service which gives rise to the claim.

Parsons does not assume any of Customer's risks associated with Customer's participation in DriveON or Customer's use of the DriveON System and/or Vehicle Inspection System, nor does it provide any form of insurance or guarantee to Customer in this regard. To protect itself against damage or loss, Customer should consult their insurance provider.

Customer shall hold harmless and indemnify Parsons and its directors, officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature arising from the actions or inactions of the Province and/or Customer and any of their respective personnel, Inspection Technicians, operators, agents, representatives and/or subcontractors, including all legal expenses and related costs, howsoever arising. Such claims may include, but are not limited to, any personal or bodily injury to, or death of, any person, including the Province (and its officers, directors, employees, and agents) and any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the VIC.

13.0 CONFIDENTIAL PROGRAM INFORMATION; INDEMNIFICATION

Confidential Program Information includes any and all information provided or otherwise disclosed to Customer by, or on behalf of, Parsons in any form or otherwise collected by Customer in any manner as a result of Customer's participation in DriveON, including, but not limited to, motorist information, DriveON inspection procedures, and/ or the results of DriveON inspections. For clarity, confidential Program information includes, but is not limited to, any and all personally identifiable information of the public. Customer shall maintain in strict confidence, and shall not disclose to any third party, any confidential Program information observed by or disclosed to it pursuant to this Agreement. Customer shall safeguard the confidential and proprietary nature of the confidential Program information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care.

Indemnification: Customer acknowledges and agrees that any and all confidential Program information provided or disclosed by Parsons in any form, or otherwise collected by Customer in the process of performing DriveON inspections and/or related vehicle repairs (if applicable) is the sole and exclusive property of the Province and is to be used solely for the purpose of enabling Customer's participation in DriveON. Customer agrees that all confidential Program information will be used solely for such purposes and will not otherwise disclosed. Customer will ensure that all of Customer's employees involved in providing DriveON services are aware of, and abide by, this requirement. Customer hereby agrees to indemnify and save harmless the Province and Parsons and its officers, directors, employees, and agents from and against any claim, demand, damage, loss, expense (including all costs incurred as a result of), or cause of action of any nature resulting from or relating to Customer's failure to maintain the confidentiality of confidential Program information.

The provisions of this Section 13.0 shall survive the termination or expiration of this Agreement for a period of 10 years.

14.0 PRIVACY POLICY FOR CAMERAS

Customer will follow all Program SOP, Program Directive and/ or Performance Contract requirements concerning the use of cameras and recorded images and videos, including but not limited to, the authorized uses of cameras in the Program and the posting of the required of the sign(s) provided by the Province to alert the VIC's customers of their presence. Customer will ensure only certified Inspection Technicians access the Vehicle Inspection System and that all such personnel are aware of and adhere to the Program SOP, Program Directive and/ or Performance Contract requirements.

15.0 INTELLECTUAL PROPERTY

Customer acknowledges and agrees that Parsons is the licensor of the rights to the Intellectual Property relating to the VIS software (**Parsons Property**). Parsons hereby grants to Customer a non-assignable, non-transferable, nonexclusive right to use Parsons Property supplied to it solely to the extent necessary to enable Customer to use the

Vehicle Inspection System and participate in DriveON during the term of this Agreement. Customer's licence shall automatically terminate upon termination or expiration of this Agreement or may be terminated immediately by Parsons in the event of Customer breach. Customer shall not acquire any other right, title, or interest in or to the Parsons Property. Customer acknowledges and agrees that it will not: (a) copy, backup, or reproduce the VIS Software, or make or permit additional installations of the VIS Software for any purpose; (b) merge the VIS Software with any other software; (c) translate, adapt, vary, or modify the VIS Software; (d) copy or reproduce the VIS Software or any of the provided materials for any purpose; (e) assign this Agreement or transfer, loan, share, lease, rent, export, sell, grant a sublicence to any other party, assign, distribute, publish, charge, pledge, encumber, commercially exploit, or otherwise deal with the VIS Software, or have any software written or developed that is based on or derived from the VIS Software, unless expressly authorized by the Licensor in writing; (f) reverse engineer, decompile or disassemble the VIS Software, or otherwise attempt to derive the source code of the VIS Software; (g) use the VIS Software except as authorized herein; (h) remove any proprietary notices, labels or marks from the VIS Software; and/or (i) permit third parties to use the VIS Software in any way that would constitute a breach of this Agreement.

16.0 PUBLICITY

Customer agrees not to use or publicize the name (including trademark or logo), or identify as a supplier, Parsons, its subcontractors, suppliers or vendors in any advertising or promotion without Parsons's prior written consent in each instance.

17.0 CUSTOMER INFORMATION

Customer will provide and maintain as current all Customer/VIC information required under this Agreement and stored on the DriveON System including, but not limited to, VIC address, Customer's billing address, bank information, site contact and billing contact information. Changes to Customer/ VIC information can only be made by Customer's authorized representative(s) while logged into their DriveON account.

Customer agrees to allow Parsons (including its agents, representatives, suppliers, and subcontractors) to securely store Customer/VIC contact information, such as names, phone numbers, bank account information and email addresses and to use such information solely as it relates to this Agreement or under any other agreement with Parsons or for purposes of DriveON, or to communicate with Customer as required regarding the Vehicle Inspection System and/or DriveON.

18.0 NOTICES

Any notice required to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if provided by email or facsimile. Recipient shall provide acknowledgement of receipt if requested by sender. If delivered to Customer, the notice shall be sent to the attention of Customer at the email address (or facsimile number) set out in the Customer contact information stored in the DriveON System and maintained by Customer. If delivered to Parsons, the notice shall be sent to the attention of Program

Manager at the email address (or facsimile number) set out by Parsons on the Program Portal.

19.0 GOVERNING LAW

A. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario applicable therein without regard to the principles of conflicts of law.

B. All actions and proceedings under this Agreement not covered by Section 11.0 Dispute Resolution shall be brought exclusively in the Ontario courts located in the Greater Toronto area. The parties hereby waive (i) any objection that it may have at any time to the venue of the proceedings in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum, and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party.

20.0 ASSIGNMENT

Customer shall not assign any of its rights, nor shall it delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of Parsons, which may be withheld at its discretion.

21.0 FORCE MAJEURE

Neither party shall be liable for any failure to perform or any delays in performance, and shall be deemed not to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as such failure or delay is due to any causes that are beyond its reasonable control including, without limitation, such causes as intervening act of God or public enemy, war, terrorism, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, pandemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, governmental embargo, work stoppages due to labor disputes, cable cuts, acts of the local telephone exchange company or Customer's internet service provider, courier service delays, or acts of any other third party not under the parties' reasonable control, all or any of which delays the performance of any obligation created by this Agreement beyond its scheduled time (**Force Majeure Event**). If Parsons is unable to perform all or part of the services for any cause whatsoever outside Parsons's control, including a Force Majeure Event, or if Customer fails to comply with any of its obligations hereunder, Parsons shall nevertheless be entitled to payment for all services rendered and other fees incurred hereunder.

22.0 SEVERABILITY

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken, and the remainder of this Agreement shall not be affected thereby. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

23.0 ENTIRE AGREEMENT

This Agreement, including all of terms and conditions contained herein, together with its Appendices and any attachments and amendments hereto, constitutes the entire agreement with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto. There are no warranties, representations or understandings made in connection with this Agreement or contemporaneous with the execution hereof, except as set forth in this Agreement.

No modification or alteration of this Agreement or any Appendices or attachments hereto shall be binding upon the parties unless contained in a writing signed by a duly authorized agent for each respective party and specifically referring hereto or thereto.

Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date Customer's online DriveON Enrollment Application is approved and this Agreement has been signed by both parties (**Effective Date**). The parties acknowledge and agree that this Agreement will be signed electronically, and that said electronic signatures will be equally binding and have the same effect as if the Agreement had been signed by hand.

FOR CUSTOMER:

Legal Name of Business	☐ Corporation ☐ Sole Proprietor
Registered Business Name *(DBA Name)*	
Street Address	
Town/ City/ Province	Postal Code
Mailing Address Same as above ☐	
Town/ City/ Province	Postal Code
Telephone Number	Fax Number
Email Address	

Electronic Signature - Customer

_____

Name of Person Electronically Signing this Agreement

_____

Title of Person Electronically Signing this Agreement

The person named above must have the authority to bind Customer

☐ By clicking on this box, I confirm that I have the authority to bind Customer.

☐ By clicking on this box, I confirm that I have read this Agreement, understand and accept its terms and conditions and that I am signing the Agreement on behalf of Customer.

Electronic Signature - Parsons Inc.

By: _____

Name: _____

Authorized Representative

Appendix 1
Definitions

As used in this Agreement, the following terms shall have the meanings set forth below.

Accreditation: means the series of tasks an applicant must complete prior to entering a Performance Contract with the Province to become a Vehicle Inspection Centre; “Accredited” shall have a corresponding meaning.

AIC: means **Annual Inspection Certificate** which is the Certificate issued to a truck or trailer that passes a Safety Inspection and Emissions Inspection (if required on diesel).

Business Day: means any working day, Monday to Friday inclusive, but 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 which the Province has elected to be closed for business.

Components: means the individual parts of a Vehicle Inspection System, for example the Tablet Computer.

Customer: see “Vehicle Inspection Centre Owner”.

Daily Cut-off Time: means 3:00PM eastern time, the time after which any order for Equipment, repair quote authorization and/ or any request for Equipment service is deemed to have been received the following Business Day.

DriveON Program, **DriveON** or **Program:** means Ontario’s integrated vehicle safety and emissions inspection program, including any changes made to the Program from time to time.

DriveON System or **System:** means the technology solution required to operate and support the DriveON Program.

Eligible Legacy Opacity Meter: means a Dieseltune DX270 opacity meter utilized by an emissions station participating in the Province’s legacy MECP Ontario Heavy Duty Emissions Testing Program as described in Section 6.1.1.

Eligible Legacy Opacity Meter Accessories: means accessory equipment used with a Dieseltune DX270 or DX240 opacity meter by an emissions station participating in the Province’s legacy MECP Ontario Heavy Duty Emissions Testing Program and that is eligible to be transitioned into the Program as detailed in Section 6.1.1 (DX270 accessories) and Section 6.1.2 (DX240 accessories).

Emissions Inspection is outlined in the Directive, Schedule 1 and pertains to the Opacity Test and/or OBD Test required for Commercial Heavy Diesel Vehicles.

Enrollment Application: means an online application and supporting documentation submitted by Customer, the approval of which will enable Customer’s participation in the DriveON Program. Details are provided on the Program portal.

Equipment: means a Vehicle Inspection System or Components that are part of a Vehicle Inspection System.

Expiry Date: means May 26, 2028, or if the original term is extended, the final date of the extended term.

Inspection means a Safety Inspection of a vehicle by a Technician operating from an accredited Vehicle Inspection Centre using National Safety Code Standard 11, Part B and modifications to NSC11B specified in the Directive, Schedule 2 as the prescribed standards to issue AICs with Stickers, SAICs with Stickers, and SSCs for HDVs; or pursuant to the Directive, Schedule 3 to issue SSCs for LDVs; or pursuant to the Directive, Schedule 4 to issue SSCs for Motorcycles.

Inspection Technician: for definition, refer to the Program Directive.

Intellectual Property: means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

Invoice: means an electronic receipt provided by Parsons upon Customer placing/ paying for an order, listing the equipment or services purchased and price paid.

Ministry, **MTO** or **the Province:** means His Majesty the King in right of Ontario, as represented by the Minister of Transportation, their agents or service delivery successors.

Normal Operating Condition: means Equipment that functions in accordance with the Provincially approved specifications of the physical, operational, and performance features of Vehicle Inspection System.

On-Board Diagnostic or **OBD:** means a computer-controlled vehicle information system for monitoring selected parameters within the vehicle electronic engine management and emissions control systems to detect their deterioration and/or failure and store an appropriate Diagnostic Trouble Code (**DTC**) for later retrieval and illuminate the instrument cluster mounted malfunction indicator lamp (**MIL**) to alert the driver of system deterioration or failure.

OneConnect: see “Opacity Meter Wireless Communications Device”

OneOBD: A device capable of communicating with a vehicle through a gateway or directly on the vehicle BUS as it is defined by SAE J1979 or SAE J1939.

Opacity Meter Wireless Communications Device or **OneConnect:** A wireless transmitter interface device required to equip opacity meters for wireless operation for use in DriveON.

PAD Agreement: means an online agreement signed VIC owner/ delegate to authorize PAD transactions (bank-to-bank transfers) to pay amounts due to Parsons under this Agreement.

Parsons Technical Support Agent or **Parsons Agent:** means Parsons personnel who interact with Vehicle Inspections Centres and the Ministry, in person, by telephone, by chat, or by email as a technical representative of the Program.

Performance Contract: means the contract between the Province and the Vehicle Inspection Centre, which details the respective obligations of the two parties in performing Inspection services.

Person or **person:** any natural person, entity, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental authority.

Personal Information: means recorded information about an identifiable individual or that may identify an individual.

Preauthorized Debit or **PAD:** means a pre-authorized bank to bank transfer used to remit amounts due from one party to the other under this Agreement.

Program: see “DriveON Program”.

Program Directive: means the document authored by the Ministry pursuant to Section 100.7 of the Highway Traffic Act that specifies the Inspection procedures and equipment and performance standards for issuance of safety standards certificates, annual/semi-annual inspection certificates with stickers and emissions inspection certificates.

Program Portal or **portal:** the online gateway used to access the DriveON System and services.

Program Standard Operating Procedures or **Program SOP:** means the document authored by the Ministry that specifies the rules that must be followed by Vehicle Inspection Centres and Technicians when conducting DriveON Inspections.

Provincial Specifications: see “Specification(s)”.

Readiness Requirements: means prerequisites Customer must complete to prepare for activation of Vehicle Inspection System as described on the Program portal.

Refurbished Equipment: means VIS hardware, Components or parts that has been previously used and repaired by the hardware manufacturer or Parsons.

Repair Services: means the Equipment repair services provided by Parsons under the terms and conditions set out in this Agreement. Repair Services are free of charge to Customer when their Equipment is covered under a Warranty; Customer pays for Repair Services provided hereunder for Equipment that is not covered under a Warranty.

Repair Services Warranty: see “Warranty”.

Replacement Equipment: means new or refurbished VIS hardware, Components or parts.

Ruggedized Tablet Computer or **Tablet Computer:** means a ruggedized mobile device equipped to Provincial Specifications as defined herein.

SSC: means **Safety Standard Certificate** which is the Certificate issued to a vehicle that has completed a Safety Inspection, and where applicable, an Emissions Inspection, in accordance with the inspection standards in the Directive and meets the required equipment and performance standards with a pass result that certifies it is fit to be plated for on road use.

SAE: means the “Society of Automotive Engineers”.

SAIC: means **Semi-Annual Inspection Certificate** which is the Certificate issued to buses, Accessible Vehicles, School Purposes Vehicles and U10 Vehicles that pass a Safety Inspection and Emissions Inspection (if required on diesel). SAICs are not required for personal use buses with a GVWR of 4500 kg or less.

Specification(s), specification, Equipment Specification, or **Provincial Specification(s):** means documentation approved by the Province that describes all aspects of the vehicle Inspection Equipment hardware and software functionality, including the physical, operational, and performance features of Vehicle Inspection System and the DriveON System.

Sticker: means a vehicle specific decal that is generated by the Vehicle Inspection System application and specialized sticker printer that will be applied to the vehicle that was Inspected and passed the Safety Inspection.

Tablet Computer: see “Ruggedized Tablet Computer”.

Term: means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms.

Vehicle Inspection Centre or **VIC**: means a facility accredited by the Ministry to perform DriveON Inspections in accordance with the terms of their Performance Contract.

Vehicle Inspection Report or **VIR:** means the document issued by a Vehicle Inspection Centre following a vehicle Inspection that contains the vehicle emissions and/or safety equipment and performance standards information collected on the date the document was issued.

Vehicle Inspection Centre Owner, **VIC Owner**, **Customer** or **Owner** means the owner of the Vehicle Inspection Centre and/or a delegate appointed by the owner to act on the owner’s behalf with sufficient authority to bind the owner in matters pertaining to this Agreement.

Vehicle Inspection System or VIS: means a Ministry approved inspection hardware and software configuration that meets Program Specifications to inspect vehicles.

VIS: see “Vehicle Inspection System”.

Warranty: means a warranty provided to Customer free of charge with the purchase of new Equipment or Refurbished Equipment and/ or on Equipment repaired by Parsons at Customer’s expense hereunder.

The definitions in this Appendix 1 shall apply equally to both the singular and plural forms of the terms defined. As used in this Agreement, (1) the words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation”; (2) the words “hereof,” “herein,” “hereby” and derivatives or similar words refer to this entire Agreement; (3) all references to Sections shall be deemed references to sections of this Agreement, and all references to Appendices shall be deemed references to Appendices to this Agreement, unless the context shall otherwise require; and (iv) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

--- End of Appendix 1---

Appendix 2
Retirement, Transfer or Sale of VIS Equipment

Customer may retire a Vehicle Inspection System purchased hereunder from DriveON service or sell or otherwise transfer said VIS to another Person; however, all such retirements, transfers or sales must be coordinated through Parsons. Customer must complete and submit an Equipment Withdrawal Form available on the Program Portal before attempting to sell, transfer or retire Equipment.

1.0 General terms and conditions: retirement, transfer, or sale of Equipment:

1.1 If Customer retires from service, sells or otherwise transfers Equipment, this Agreement and the services provided hereunder are not transferable but shall remain in force for the remaining Vehicle Inspection System(s) situated at Customer's VIC. If the VIC has no remaining Vehicle Inspection System(s), this Agreement shall terminate in accordance with Section 3.5 "Term of Agreement",

1.2 Prior to any retirement, transfer or sale, Customer will perform a data file refresh to upload all offline inspections performed that have not been uploaded from the Vehicle Inspection System to the DriveON System.

1.3 If Customer's Tablet Computer(s) will be no longer used in in the Program for any reason, Customer will allow Parsons (at Parsons' sole discretion) to remove and/ or disable any or all Program related software. Customer consents to allow, and will cooperate as needed to facilitate, Parsons performing this task remotely, if so requested.

2.0 Transfer or Sale of Vehicle Inspection Systems:

2.1 Customer may transfer Equipment to another facility owned by Customer. As all Vehicle Inspection Systems are linked to a specific inspection facility in the DriveON System, Customer must coordinate any such transfer through Parsons.

2.2 Customer may sell Equipment to another DriveON participant for continued use in the Program, subject to the following terms and conditions:

2.2.1 The purchaser/ recipient of Equipment (**Transferee**) is (or will be) a DriveON-accredited Vehicle Inspection Centre with DriveON agreements in place with Parsons and the Province,

2.2.2 The Equipment must have been purchased from Parsons during DriveON by a DriveON participant or be an Eligible Legacy Opacity Meter transitioned into the Program by a legacy emissions station,

2.2.3 Equipment warranties are not transferrable,

2.2.4 Transferee assumes all risk associated with its purchase transaction with the Equipment seller.

--- End of Appendix 2 ---
--- End of EPMA ---

Pre-Authorized Debit (**PAD**) Agreement between Customer as Payor and Parsons Inc. (**Parsons**) as Payee

1. Customer Information

Legal Name of Business Entity:	
Business Number:	
Street Address:	
City / Municipality:	Postal Code:
Email:	
Telephone Number:	

2. Customer Financial Institution and Account Information

Name:	
Address:	
Postal Code:	
Phone Number:	
Transit Number:	
Institution No.	
Account Number:	

3. Pre-Authorized Debit (PAD) Terms and Conditions

1. Scope

Customer acknowledges that this Authorization is provided for the benefit of Parsons and Customer's Financial Institution and is provided in consideration of Customer's Financial Institution agreeing to process debits against the Customer's account as indicated in accordance with the rules of the Canadian Payments Association (CPA). Our Systems & Rules | Payments Canada at www.payments.ca/our-systems-rules.

2. Validity of Authority

Customer warrants and guarantees to Parsons that all persons whose signatures are required to sign on this account have authorized this agreement and such authorization is in a form that constitutes proper authority for Customer's Financial

Institution to debit Customer's account.

3. Authority to Debit Account and PAD Purpose

Customer and Parsons have entered into an Equipment Purchase and Maintenance Agreement (**EPMA**) to facilitate Customer's participation in the Ontario Ministry of Transportation Integrated Vehicle Safety and Emissions Inspection Program (**IVSEIP**). Customer hereby authorizes Parsons to draw on Customer's account with Customer's Financial Institution specified above for the purpose of collecting amounts due to Parsons under the EPMA as follows:

Customer agrees to pay Parsons for IVSEIP equipment, equipment repairs and/ or other products or services purchased by Customer or otherwise incurred in accordance with Customer's EPMA. All amounts payable under the EPMA are due upon placement of Customer's order, upon Customer approval of Parsons' repair quotation and/or as set forth in the EPMA, as applicable.

Customer acknowledges that the PADs authorized under this Agreement are Business PADs.

4. Nature, Amount and Timing of PAD

The amounts of the PADs made under this Agreement may be variable and the PADs will be debited as charges are incurred. The amount debited will be determined as follows:

- the price of IVSEIP equipment and/ or other products purchased, and/ or repairs performed, priced as established in the EPMA and set out in an invoice or approved repair quotation; plus,
- any outstanding amounts owing to Parsons that have yet to be collected.

5. Changes to Agreement/ Cancellation of Agreement

Customer may make changes to the account information in this Agreement by changing their information in the Program Inspection Centre Administration Application (**ICAA**) on the Portal, thereby creating a new PAD Agreement with the updated account information for signature (electronically) by Customer. The new Agreement will be effective on the next PAD file creation following the change in information.

Customer may cancel this Agreement at any time by delivering written notice to Parsons. The cancellation of the Agreement will be effective within 5 business days of such delivery. The cancellation of this Agreement will cancel all existing pre-arranged PAD payment schedules and will also initiate a lockout on the Inspection Equipment, which will prevent Customer from providing Inspections. This PAD Agreement applies only to the method of payment and does not otherwise have any bearing on the payment obligations of Customer to Parsons. To obtain a sample cancellation form, or for more information on the right to cancel a PAD Agreement, contact your financial institution or visit www.payments.ca.

6. Acceptance of Delivery of Authorization

Customer acknowledges that providing and delivering this agreement to Parsons constitutes delivery by it to Customer's Financial Institution. Any delivery of this authorization to Parsons constitutes delivery by Customer.

7. Waiver of Pre-notification

Customer understands that no pre-notification shall be required prior to a PAD being exchanged or cleared and Customer hereby expressly agrees to waive any requirement for pre-notification.

Customer authorizes and instructs Parsons to represent, without pre-notification, a dishonoured PAD transaction.

8. Validation by Processing Institution

Customer acknowledges that the Processing Financial Institution is not required to verify that a PAD has been issued in accordance with the particulars of Customer's PAD Agreement including, but not limited to, the amount.

Customer acknowledges that the Processing Financial Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Parsons as a condition to honouring a PAD issued or caused to be issued by Parsons on Customer's account.

9. Recourse Statement

Customer has certain recourse rights if any debit does not comply with this PAD agreement. For example, Customer has the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of the PAD Agreement. To obtain more information on recourse rights, Customers may contact their financial institution or visit www.payments.ca.

A PAD may be disputed by Customer under the following conditions:

(i) the PAD was not drawn in accordance with Customer's PAD Agreement; or

(ii) Customer's PAD Agreement was revoked or cancelled.

In order to be reimbursed, Customer acknowledges that a declaration to the effect that either (i) or (ii) took place must be completed and presented to the above indicated branch of Customer's Financial Institution holding Customer's account up to and including ten (10) business days, after the date on which the debit in dispute was posted to Customer's account.

Customer acknowledges that a claim on the basis that Customer's PAD Agreement was revoked or cancelled, or for any other reason, is a matter to be resolved solely between Parsons and Customer when disputing any PAD after ten (10) business days.

10. Disclosure of Information Consent

Customer consents to the disclosure of any personal information that may be contained on this PAD Agreement to the Financial Institution at which Parsons maintains its account to be credited with the PADs as far as any such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the CPA at www.payments.ca/sites/default/files/h1eng.pdf.

11. Customer Acceptance

Customer acknowledges that it has read, understands, and accepts the terms and conditions of this Agreement.

12. Parsons Contact Information

Customer may contact Parsons regarding this PAD Agreement or any PAD transaction processed hereunder as follows:

Vehicle Inspection Centre Technical Support
Parsons Inc.
625 Cochrane Drive, Suite 300,
Markham, Ontario L3R 9R9
Email: Available on the Program Portal
Phone: 1-833-420-2110

4. Acknowledgment

Customer acknowledges and agrees that its execution of this PAD Agreement shall give effect to each deposit of funds as if Customer had provided original authorized signatures in respect of each such deposit.

EXECUTED on behalf of Customer at_____on the_____ day of
(City/Town)

_____, ____.
(Month)

_____ Owner

Print Name Title

I have authority to bind Customer.

☐ By checking on this box, I confirm that I have Authority to bind Customer.

☐ By checking on this box, I confirm that I have read this Agreement and that I am signing this Agreement on behalf of Customer.

Bill No. 241
2024

By-law No. A.-8513(_)-___

A by-law to amend By-law A.-8513-157 entitled, “A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”.

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 23.2 of the *Municipal Act, 2001*, as amended permits a municipal Council to delegate its powers and duties to an individual who is an officer of the municipality;

AND WHEREAS the Council of The Corporation of the City of London enacted By-law No. A.-6653-121 being “A by-law to establish the positions of Hearings Officer” on April 18, 2011 and amended on June 26, 2018 and May 25, 2021;

AND WHEREAS the Council of The Corporation of the City of London wishes to appoint Leslie Jack as a Hearings Officer in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”;

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

1. By-law A.-8513-157 be amended to replace the name Leslie Ibouily with Leslie Jack, appointed as a Hearings Officer in accordance with By-law No . A-.6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”.

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 July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – July 23, 2024
Second reading – July 23, 2024
Third reading – July 23, 2024

Bill No. 242
2024

By-law No. A-50-24__

A by-law to amend By-law No. A-50 being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London, and to repeal By-law A-45” to remove the requirement of the Striking Committee to make recommendations for appointments to Community Advisory Committees and to update the mandates of both the Corporate Services Committee and the Strategic Priorities and Policy Committee to reflect the change in standing committee that considers community advisory committee appointments.

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

AND WHEREAS the Municipal Council enacted the Council Procedure By-law (By-law No. A-50) on May 31, 2016, to provide for the rules of order and procedure for the Council of The Corporation of the City of London;

AND WHEREAS the Council deems it appropriate to amend By-law A-50, as amended, being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to remove the requirement of the Striking Committee to make recommendations for appointments to Community Advisory Committees and to update the mandates of both the Corporate Services Committee and the Strategic Priorities and Policy Committee to reflect the change in standing committee that considers community advisory committee appointments;

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

1. Section 23.1 is hereby amended by deleting and replacing the paragraph with the following new paragraph:

> “In the year of a municipal election, a striking committee shall be appointed by no later than the last regular Council meeting of the outgoing Council to meet to make recommendations for initial citizen appointments to boards and commissions and shall submit its report to the new Council through the Strategic Priorities and Policy Committee.”

2. Section 23.2 is hereby amended by deleting and replacing the paragraph with the following new paragraph:

> “Committee Nominees - two or more - voting procedure
>
> In deciding upon its recommendations for citizen appointments to boards and commissions where there are two or more nominees for a particular office, the members of the striking committee shall cast their votes for the nominee(s) of their choice, with the persons receiving the lowest number of votes falling out in succession until the required number of nominees has been selected.”

3. Schedule “C” – Mandate – Corporate Services is hereby amended by deleting the following bullet point:

> “Appointments to/resignations from Advisory Committees after the initial appointments at the commencement of a Council term”

4. Schedule “E” – Mandate – Strategic Priorities and Policy Committee is here by amended by deleting the following the words “at the commencement of a new Council term” in the sub-bullet under “Governance”;

5. This by-law comes into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Evelina Skalski
Deputy City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Bill No. 243
2024

By-law No. A-54-___

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.”

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

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

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

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54, as amended, 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. Schedule “A-1” of By-law No. A-54 be amended to include the following by-law;

Fireworks By-law – PW-11

2. The definition of “Administrative Penalty” be amended to add “A-28” after “A-27”;

3. Section 2.1 be amended to add “A-28” after “A-27”;

4. Section 3.1 be amended to add “A-28” after “A-27”;

5. Section 3.1a) be amended to add “A-28” after “A-27”;

6. Schedule “A-16” of By-law No. A-54, be amended to include the following rows:

Column 1 Item #	**Column 2 Short Form Wording**	**Column 3 Designated Provision**	**Column 4 Administrative Penalty Amount***
	Obstruct any person exercising power or duty under by-law	5.6	$250.00
	Attempt to obstruct any person exercising power or duty under by-law	5.6	$250.00

7. Schedule “A-17” of By-law No. A-54, be amended to include the following rows:

Column 1 **Item #**	**Column 2** **Short Form Wording**	**Column 3** **Designated Provision**	**Column 4** **Administrative Penalty Amount***
	Allow, cause, or permit the operation of a vehicle upon roadway in direction other than indicated on signs	3.1(1)	$200.00
	Allow, cause, or permit the operation of a vehicle in violation of posted signs	3.1(2)	$200.00
	Allow, cause, or permit the operation of a vehicle (in excess of posted speed limit / in excess of 20km/hr.)	3.1(3)	$200.00
	Allow, cause, or permit the operation of a motor vehicle / e-scooter / horse-drawn conveyance on multi-use pathway	3.1(4)	$200.00

8. The attached Schedule “A-28” be added to By-law No. A-54 to provide for a penalty schedules;

9. Schedules “B” and “C” of No. A-54 be replaced with the attached revised Schedules “B” and “C” to provide for a penalty schedules; and

10. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act,* 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Bill No. 244
2024

By-law No. C.P.-1512(_)-___

A by-law to amend the Official Plan, The London Plan, for the City of London, 2016 relating to 3392 Wonderland Road South

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

1. Amendment No. ___ to the Official Plan, The London 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 July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

1. To add a policy to the Specific Policies for the Neighbourhoods Place Type and Shopping Area Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit a range of additional uses.

2. To add a policy to the Wonderland Road Community Enterprise Corridor designation and the Medium Density Residential designation of the Southwest Area Secondary Plan (SWAP) to permit a range of additional uses.

LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3392 Wonderland Road South in the City of London.

B. BASIS OF THE AMENDMENT

The site-specific amendment would allow for the repurposing of the existing building stock, to permit limited commercial, which do not adversely impact existing light industrial uses and provide transition to future residential uses. The recommended amendment is consistent with the PPS 2020, which promotes economic development and competitiveness by providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs, and by providing opportunities for a diversified economic base. The recommended amendment conforms to The London Plan, including, but not limited to the evaluation criteria for Specific Policy Areas, the Neighbourhoods Place Type, Shopping Area Place Type and the Wonderland Road Community Enterprise Corridor policies.

C. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of The Official Plan, The London Plan, of the City of London is amended by adding the following:

(__) 3392 Wonderland Road South

For the lands in the Neighbourhoods Place Type located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.

2. Specific Policies for the Shopping Area Place Type of The Official Plan, The London Plan, of the City of London is amended by adding the following:

(__) 3392 Wonderland Road South

For the lands in the Shopping Area Place Type located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in

conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.

3. Map 7 – Specific Policy Areas, to The Official Plan, The London Plan, for the City of London Planning Areas is amended by adding a Specific Policy Area for the lands located at 3392 Wonderland Road South in the City of London, as indicated on “Schedule 1” attached hereto.

4. Specific policies to the Medium Density Residential designation within the Wonderland Boulevard Neighbourhood of the Southwest Area Secondary Plan (SWAP), of the City of London is Amended by adding the following:

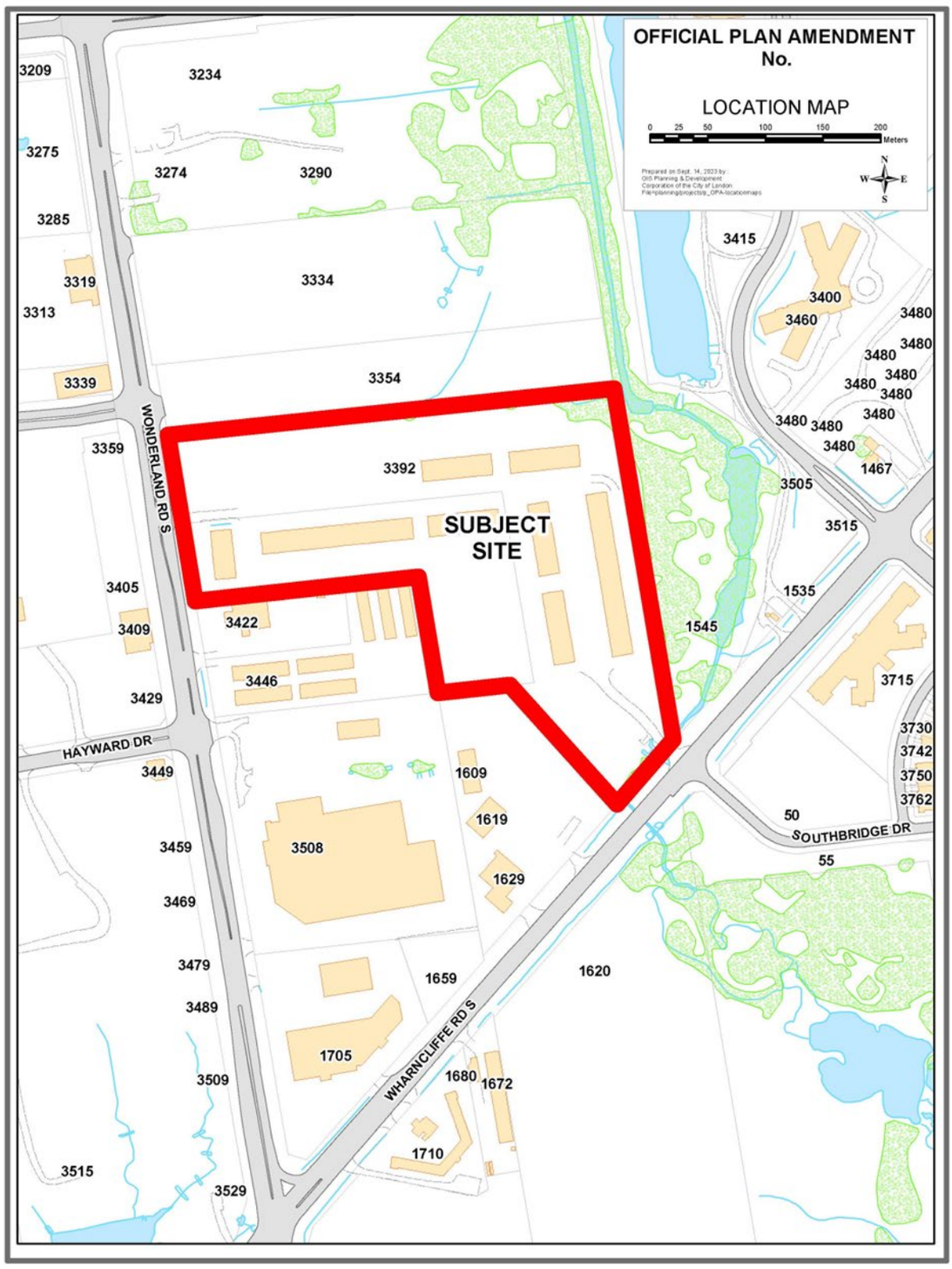
   (__) 3392 Wonderland Road South

   For the lands in the Medium Density Residential Designation located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.

5. Specific policies to the Wonderland Road Community Enterprise Corridor designation within the Wonderland Boulevard Neighbourhood of the Southwest Area Secondary Plan (SWAP), of the City of London is Amended by adding the following:

   (__) 3392 Wonderland Road South

   For the lands in the Wonderland Road Community Enterprise Corridor Designation located at 3392 Wonderland Road South, those “light industrial/employment” uses that do not result in significant noise, vibration and/or dust impacts shall be recognized as permitted uses within the existing building stock. To allow for the evolution and vitality of the existing business park, the eastern portion of the lands within the Neighbourhoods Place Type may evolve with a broader range of commercial uses in conformity with the permitted uses of the Shopping Area Place Type and Wonderland Road Community Enterprise Corridor.


OFFICIAL PLAN AMENDMENT
No.
LOCATION MAP
0 25 50 100 150 200
Meters
Prepared on Sept. 14, 2023 by:
GIS Planning & Development
Corporation of the City of London
File:\planning\projects\p_OPA-locationmaps
N
W E
S
SUBJECT SITE
WONDERLAND RD S
HAYWARD DR
WHARNCLIFFE RD S
SOUTHBRIDGE DR
3209
3234
3275
3274
3290
3285
3319
3334
3313
3339
3354
3359
3392
3405
3422
3409
3446
3429
3449
3609
3619
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3508
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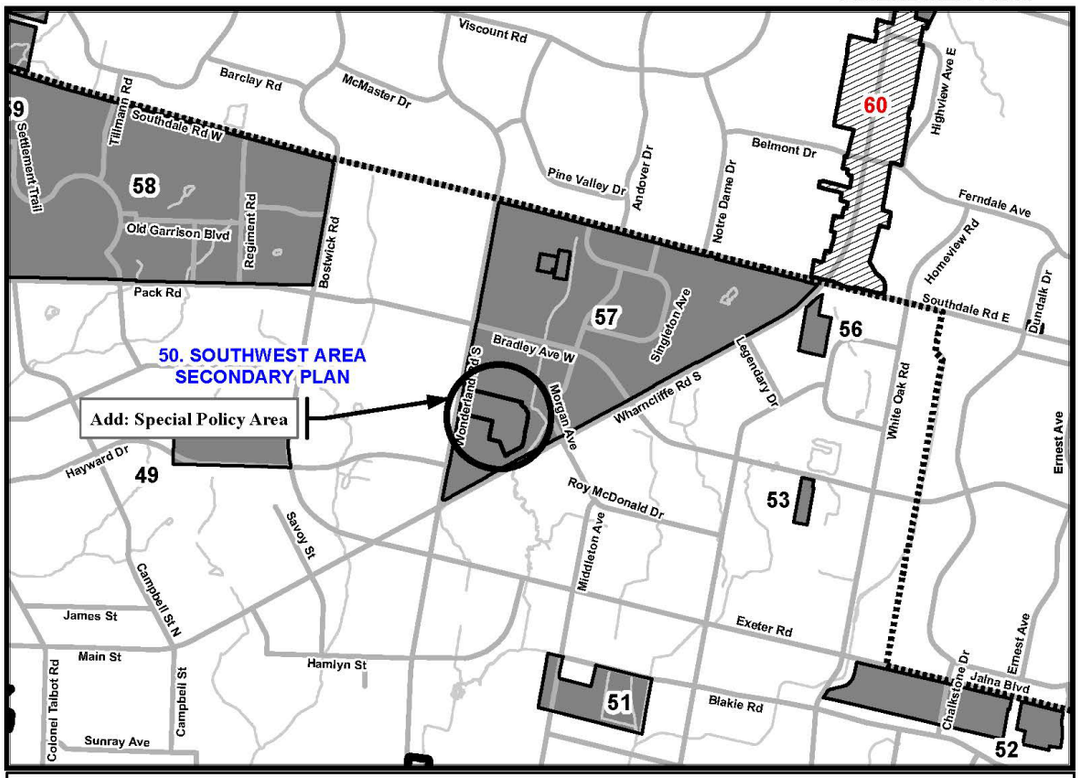
1620

AMENDMENT NO:



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE # TO

OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development

Scale 1:30,000

0 150 300 600 900 1,200 1,500

Meters

FILE NUMBER:	OZ-9730
PLANNER:	BH
TECHNICIAN:	JI
DATE:	6/12/2024

Document Path: \\clfile1\giswork\Planning\Projects\p_officialplan\workconsol00\amendments_LondonPlan\OZ-9730\Projects\AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Bill No. 245
2024

By-law No. C.P.-1512(_)-___

A by-law to amend The Official Plan, The London Plan, for the City of London, 2016 relating to 1105 Wellington Road

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

1. Amendment No. ____ to The Official Plan, The London 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 July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Transit Village Place Type and add the subject lands to Map 7 – Specific Policy Areas - of the City of London to permit a maximum building height of 32 storeys.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1105 Wellington Road in the City of London.

C. BASIS OF THE AMENDMENT

In the opinion of Council, apartment buildings with a maximum height of 32 storeys on the subject lands are appropriate.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

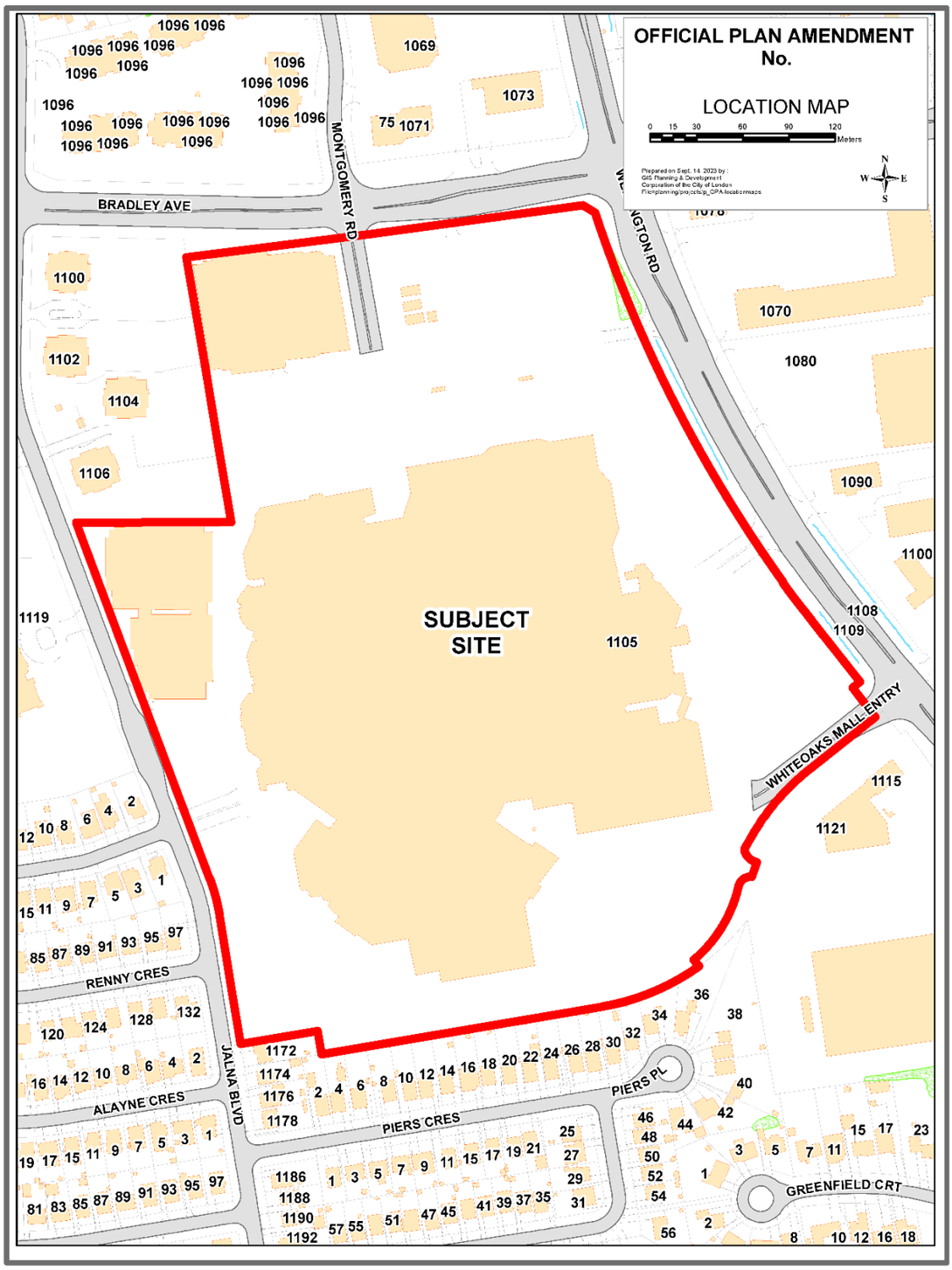
1. Specific Policies for the Transit Village Place Type of The Official Plan, The London Plan, for the City of London is amended by adding the following:

   (__) 1105 Wellington Road

   In the Transit Village Place Type at 1105 Wellington Road, a maximum height of 32 storeys is permitted.

2. Map 7 - Specific Policy Areas, to the The Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1105 Wellington Road in the City of London, as indicated on “Schedule 1” attached hereto.

“Schedule 1”


OFFICIAL PLAN AMENDMENT
No.
LOCATION MAP
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Meters
Prepared on Sept. 14, 2023 by :
GIS Planning & Development
Corporation of the City of London
File:planning/projects/p_OPA/locationmaps
N
W E
S
SUBJECT SITE
1105
BRADLEY AVE
MONTGOMERY RD
WHITEOAKS MALL ENTRY
RENNY CRES
ALAYNE CRES
JALNA BLVD
PIERS CRES
PIERS PL
GREENFIELD CRT
1069
1073
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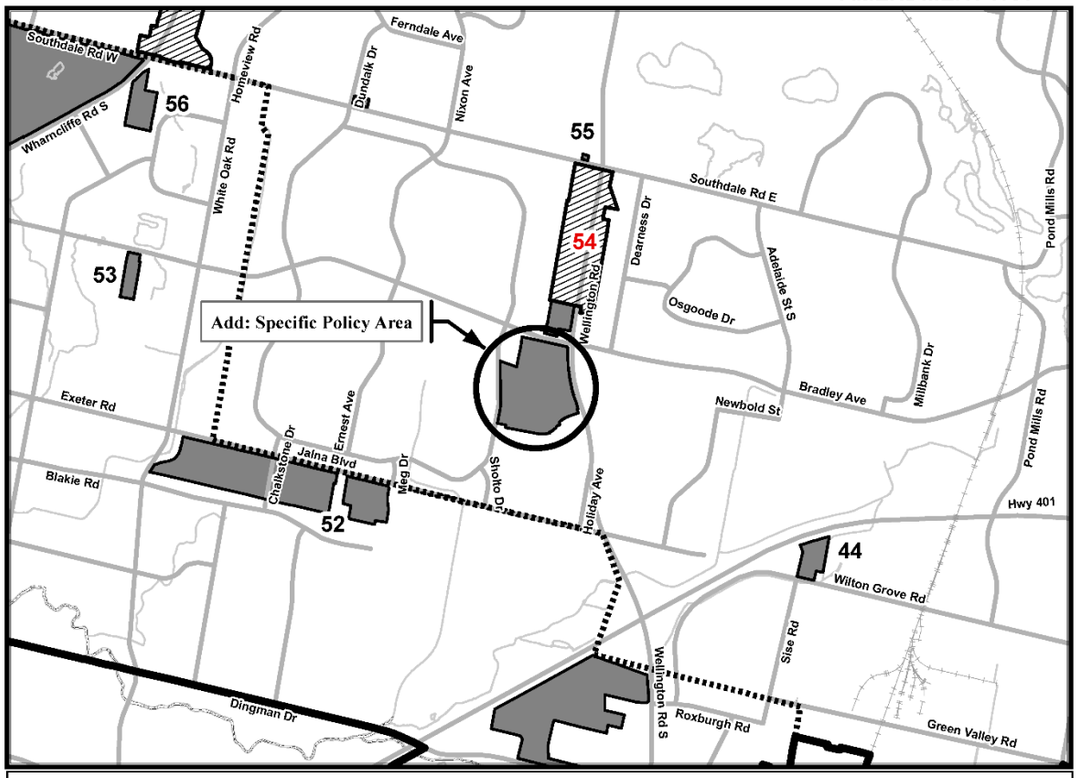
1080
1090
1100
1102
1104
1106
1108
1109
1115
1121
1119

AMENDMENT NO:



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE 1
TO

OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development

Scale 1:30,000

0 150 300 600 900 1,200 1,500
Meters

FILE NUMBER:	OZ-9725
PLANNER:	CM
TECHNICIAN:	RC
DATE:	6/26/2024

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Bill No. 246
2024

By-law No. C.P.-1512(_)-

A by-law to amend The Official Plan, The London Plan, for the City of London, 2016 relating to 359 Wellington Road & 657 Base Line Road East

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

1. Amendment No. ___ to The Official Plan, The London 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 July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Rapid Transit Corridor Place Type and add the subject lands to Map 7 – Specific Policy Areas - of the City of London to permit a 23-storey apartment building, subject to the policies for Specific Area Policies contained in the Our Tools part of this Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 359 Wellington Road & 657 Base Line Road East in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for a 23-storey apartment building in a point tower form. The recommended amendment is consistent with the *Provincial Policy Statement, 2020 (PPS)*, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The *PPS* directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future; The recommended amendment conforms to The London Plan, including but not limited to Key Directions, City Design and Building policies, and will facilitate a built form that contributes to achieving a compact, mixed-use City; The recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of development for the site and surrounding neighbourhood.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

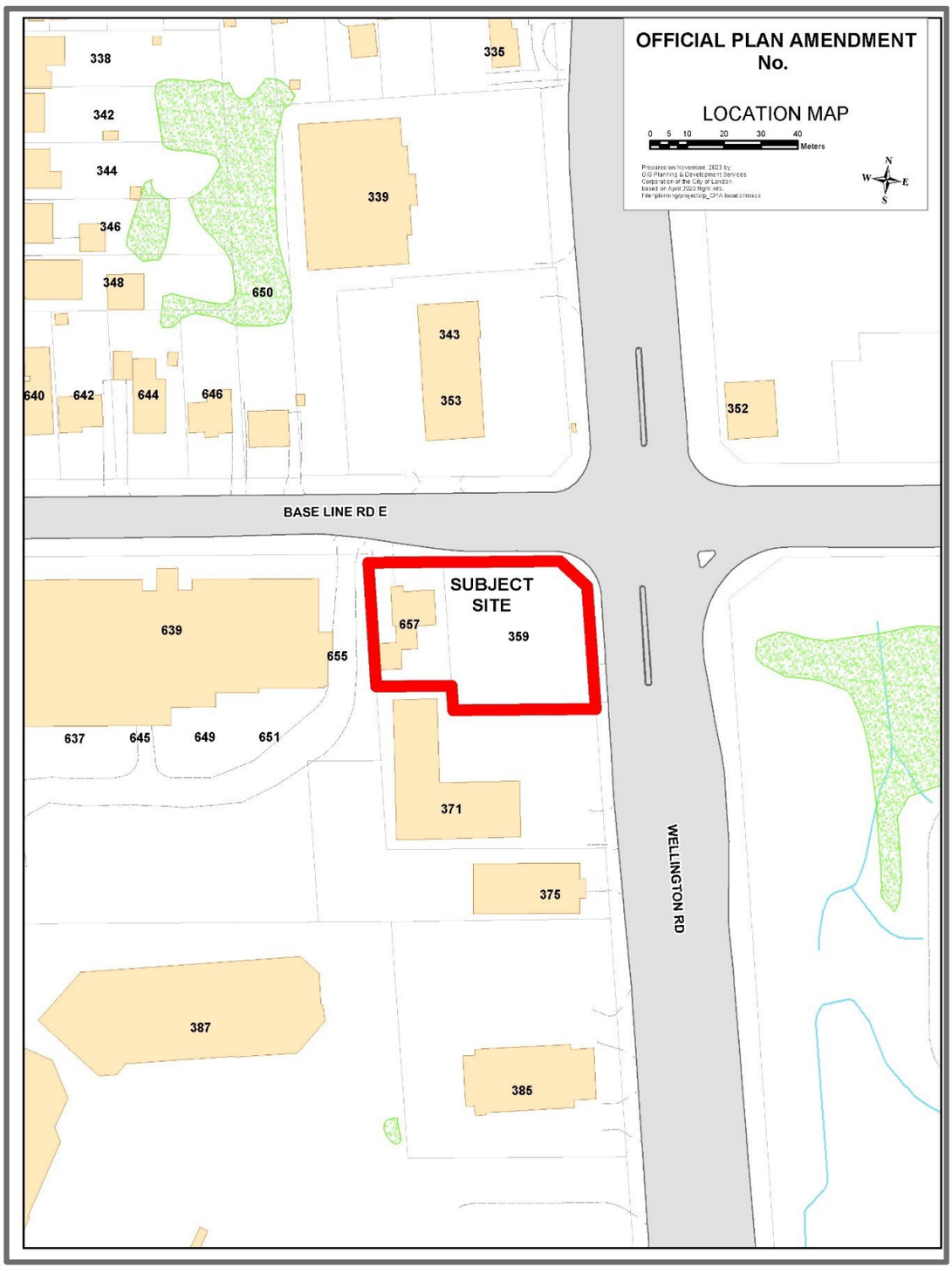
1. Specific Policies for the Rapid Transit Corridor Place Type of The Official Plan, The London Plan, for the City of London is amended by adding the following:

   (__) 359 Wellington Road & 657 Base Line Road East

   In the Rapid Transit Corridor Place Type located at 359 Wellington Road & 657 Base Line Road East, a 23-storey apartment building is permitted.

2. Map 7 - Specific Policy Areas, to The Official Plan, The London Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 359 Wellington Road & 657 Base Line Road East in the City of London, as indicated on “Schedule 1” attached hereto.

“Schedule 1”


OFFICIAL PLAN AMENDMENT
No.
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Meters
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E
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338
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650
343
353
640
642
644
646
352
BASE LINE RD E
SUBJECT
SITE
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359
639
655
637
645
649
651
371
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387
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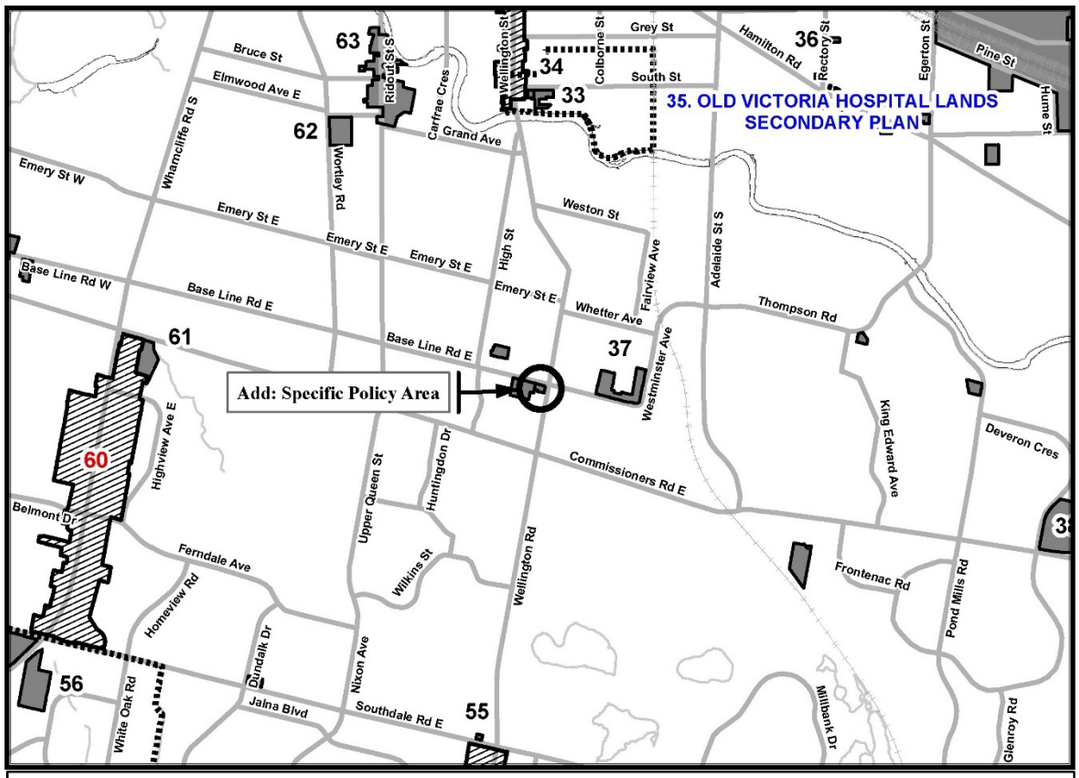
WELLINGTON RD

AMENDMENT NO:



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE 1
TO

OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development

Scale 1:30,000

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Meters

FILE NUMBER: OZ-9719
PLANNER: IDC
TECHNICIAN: RC
DATE: 5/28/2024

Document Path: E:\Planning\Projects\p_officialplan\workconsol00\amendments_LondonPlan\OZ-9719\Projects\AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Bill No. 247
2024

By-law No. PS-114-24__

A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

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;

AND WHEREAS subsection 5(3) of the *Municipal Act*, 2001, as amended, 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. Traffic and Parking By-law (PS-114)
By-law PS-114 is hereby amended by adding the following section immediately after Section 39:

School Zones (Schedule 26.1)

39.1 The highways set out in Column 1 of Schedule 26.1 of this by-law, between the limits set out in Columns 2 and 3, are hereby restricted to maximum rates of speed as set out in Column 4 during the time period in Column5.

Table of Schedules of PS-114 By-law is hereby amended by adding the following row immediately after Community Safety Zones:

26.1	39.1	School Zones

2. Rate of Speed
Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-From	3-To	4-Maximum Rate of Speed
Huron Street	A point 50 m east of Mark Street	A point 250 m west of Robin’s Hill Road	60 km/h
Oxford Street E	A point 100 m east of Highbury Avenue N	Crumlin Sideroad	60 km/h

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **adding** the following rows:

1 Street	2 From	3 To	4 Maximum Rate of Speed
Bradley Avenue	White Oak Rd	A point 70 m east of Ernest Avenue	60 km/h
Huron Street	A point 92 m east of Mark Street	A point 250 m west of Robin’s Hill Road	60 km/h
Oxford Street E	a point 75 m east of Second Street	Crumlin Sideroad	60 km/h

3. Community Safety Zones

Schedule 26 (Community Safety Zones) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-From	3-To
Bradley Avenue	A point 70 m east of Ernest Avenue	Jalna Boulevard (east intersection)
Clarke Road	Royal Crescent	A point 350 m north of Wavell Street
Clarke Road	Duluth Crescent	A point 72 m south of Royal Crescent
Oxford Street W	A point 513 m west of Sanatorium Road	A point 199 m west of Sanatorium Road
Wavell Street	Spruce Street	Winnipeg Boulevard

Schedule 26 (Community Safety Zones) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2-From	3-To
Adelaide Street N	A point 135 m north of Huron Street	A point 220 m south of Kipps Lane
Adelaide Street S	A point 150 m north of Thompson Road	A point 380 m south of Thompson Road
Bradley Avenue	A point 70 m east of Ernest Avenue	A point 45 m east of Jalna Boulevard (east intersection)
Clarke Road	Duluth Crescent	A point 45 m north of Dumont Street
Dundas Street	A point 150 m east of Highbury Avenue N	A point 45 m west of Ashland Avenue (west intersection)
Fanshawe Park Road W	A point 206 m west of Aldersbrook Gate	A point 45 m west of Dalmagarry Road
Hamilton Road	A point 95 m west of William Street	A point 45 m east of Adelaide Street N
Hamilton Road	A point 150 m west of Trafalgar Street (west intersection)	A point 90 m east of Egerton Street
Oxford Street W	A point 513 m west of Sanatorium Road	Royal York Road
Springbank Drive	A point 205 m east of Berkshire Drive	A point 30 m west of Wildwood Ave
Wavell Street	A point 60 m east of Graydon Street	Winnipeg Boulevard
Wellington Road S	A point 140 m south of Shaver Street	A point 196 m north of Scotland Drive

4. School Zones

Schedule 26.1 (School Zones) of the PS-114 By-law is hereby created by **adding** the following rows:

1-Street	2-From	3-To	4-Rate of Speed	5-Period
Adelaide Street N	A point 135 m north of Huron Street	A point 220 m south of Kipps Lane	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Adelaide Street S	A point 150 m north of Thompson Road	A point 380 m south of Thompson Road	40 km/hr	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Boler Road	A point 40 m south of Riverside Drive	Riverside Drive	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Bradley Avenue	A point 70 m east of Ernest Avenue	A point 45 m east of Jalna Boulevard (east intersection)	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Clarke Road	Duluth Crescent	A point 45 m north of Dumont Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Commissioners Road W	Reynolds Road	A point 241 m east of Stephen Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Commissioners Road W	A point 39 m west of Chestnut Hill (east intersection)	A point 40 m east of Grandview Avenue	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Dundas Street	A point 150 m east of Highbury Avenue N	A point 45 m west of Ashland Avenue (west intersection)	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Fanshawe Park Road W	A point 80 m east of Louise Boulevard	Richmond Street	50 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Fanshawe Park Road W	A point 206 m west of Aldersbrook Gate	A point 45 m west of Dalmagarry Road	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Hamilton Road	Hume Street	A point 35 m east of Sanders Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.

1-Street	2-From	3-To	4-Rate of Speed	5-Period
Hamilton Road	A point 95 m west of William Street	A point 45 m east of Adelaide Street N	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Hamilton Road	A point 150 m west of Trafalgar Street (west intersection)	A point 90 m east of Egerton Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Highbury Avenue N	Oxford Street E	A point 441 m north of Oxford Street E	50 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Highbury Avenue N	A point 272 m north of Huron Street	A point 150 m north of Jensen Road	50 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Huron Street	A point 150 m west of Gatewood Road	A point 150 m east of Barker Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Huron Street	A point 45 m east of Highbury Avenue N	A point 150 m east of Webster Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Oxford Street E	A point 62 m west of Curry Street	A point 135 m east of High Holborn Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Oxford Street E	Highbury Avenue N	Roehampton Avenue (east intersection)	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Oxford Street W	A point 270 m west of Foster Avenue	Columbia Avenue	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Oxford Street W	A point 513 m west of Sanatorium Road	Royal York Road	50 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Oxford Street W	A point 45 m west of Platt's Lane	Gower Street	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Oxford Street W	A point 50 m west of Fiddlers Green Road	A point 82 m west of Freele Street	50 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.

1-Street	2-From	3-To	4-Rate of Speed	5-Period
Sanatorium Road	Riverside Drive	Oxford Street W	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Southdale Road E	A point 80 m east of Millbank Drive (west intersection)	A point 120 m west of Millbank Drive (east intersection)	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Springbank Drive	A point 205 m east of Berkshire Drive	A point 30 m west of Wildwood Ave	40 km/hr	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Sunningdale Road E	A point 150 m west of South Wenige Drive (west intersection)	A point 413 m east of South Wenige Drive (west intersection)	50 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Wellington Road S	A point 140 m south of ShaverStreet	A point 196 m north of Scotland Drive	60 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Wharncliffe Road N	Blackfriars Street	Oxford Street W	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.
Wharncliffe Road S	A point 22 m south of Bruce Street	Euclid Avenue	40 km/h	7:00 am to 4:00 pm, Mon. to Fri. from Sept. 1 to June 30 of the next year.

5. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading - July 23, 2024

Bill No. 248
2024

By-law No. PW-11-24__

A by-law to amend By-law No. PW-11, being "A by-law to provide for the sale of fireworks and the setting off of fireworks and pyrotechnics within the City of London, and for requiring a permit and imposing conditions".

WHEREAS section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly, so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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: 5. Economic, social and environmental well-being of the municipality, 6. Health, safety and well-being of persons, 8. Protection of persons and property, including consumer protection, 9. Animals, 10. Structures, including fences and signs, and 11. Business licensing;

AND WHEREAS subsections 8(3) and (4) of the Municipal Act, 2001 provide that a by-law under section 10 may: regulate or prohibit respecting the matter; require persons to do things respecting the matter; provide for a system of licences (permits) respecting the matter; and such by-law may be general or specific in its application and may differentiate in any way and on any basis a municipality considers appropriate;

AND WHEREAS s.120 of the Municipal Act, 2001 provides that a local municipality may,

(a) prohibit and regulate the manufacture of explosives in the municipality;
(b) prohibit and regulate the storage of explosives and dangerous substances in the municipality;
(c) regulate the keeping and transportation of explosives and dangerous substances in the municipality; and further that a municipality may prohibit the manufacture or storage of explosives unless a permit is obtained, and may impose conditions of obtaining or continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS s.121 of the Municipal Act, 2001 provides that a local municipality may prohibit and regulate the sale of fireworks and the setting off of fireworks, and further that a municipality may prohibit those activities unless a permit is obtained for those activities and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS section 7.1(1) of the Fire Protection and Prevention Act, S.O. 1997, C. 4, as amended provides that a council of a municipality may pass by-laws regulating fire prevention, including the prevention of the spreading of fires;

AND WHEREAS s.7.1(4) of the Fire Protection and Prevention Act provides that a municipality may appoint an officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by-laws enacted in accordance with this section are being complied with;

AND WHEREAS O. Reg. 213/07 (the Fire Code) made under the Fire Protection and Prevention Act sets out requirements with respect to “Explosives, Fireworks and Pyrotechnics” in Section 5.2;

AND WHEREAS s.29 of the Explosives Act, R.S.C., 1985, c. E-17 provides that the Act does not relieve any person from the obligation to comply with the requirements of any by-law in relation to explosives;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001 S.O. 2001*, c.25, 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. Section 25.(3) of By-law No. PW-11 be amended by adding the following new section:

> “(c) Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”

2. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Passed in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act,* 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Bill No. 249
2024

By-law No. S.-____-___

A by-law to assume certain works and services in the City of London. (Foxwood Subdivision Phase 3A, Plan 33M-799 – Stage 1)

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 Foxwood Subdivision Phase 3A, Plan 33M-799 – Stage 1;

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:

Foxwood Subdivision Phase 3A, Plan 33M-799 – Stage 1
Foxwood Developments (London) Inc.

Twilite Boulevard – All;
Walkway Block 178 - All

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law will commence for a duration of one calendar year from July 8, 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.

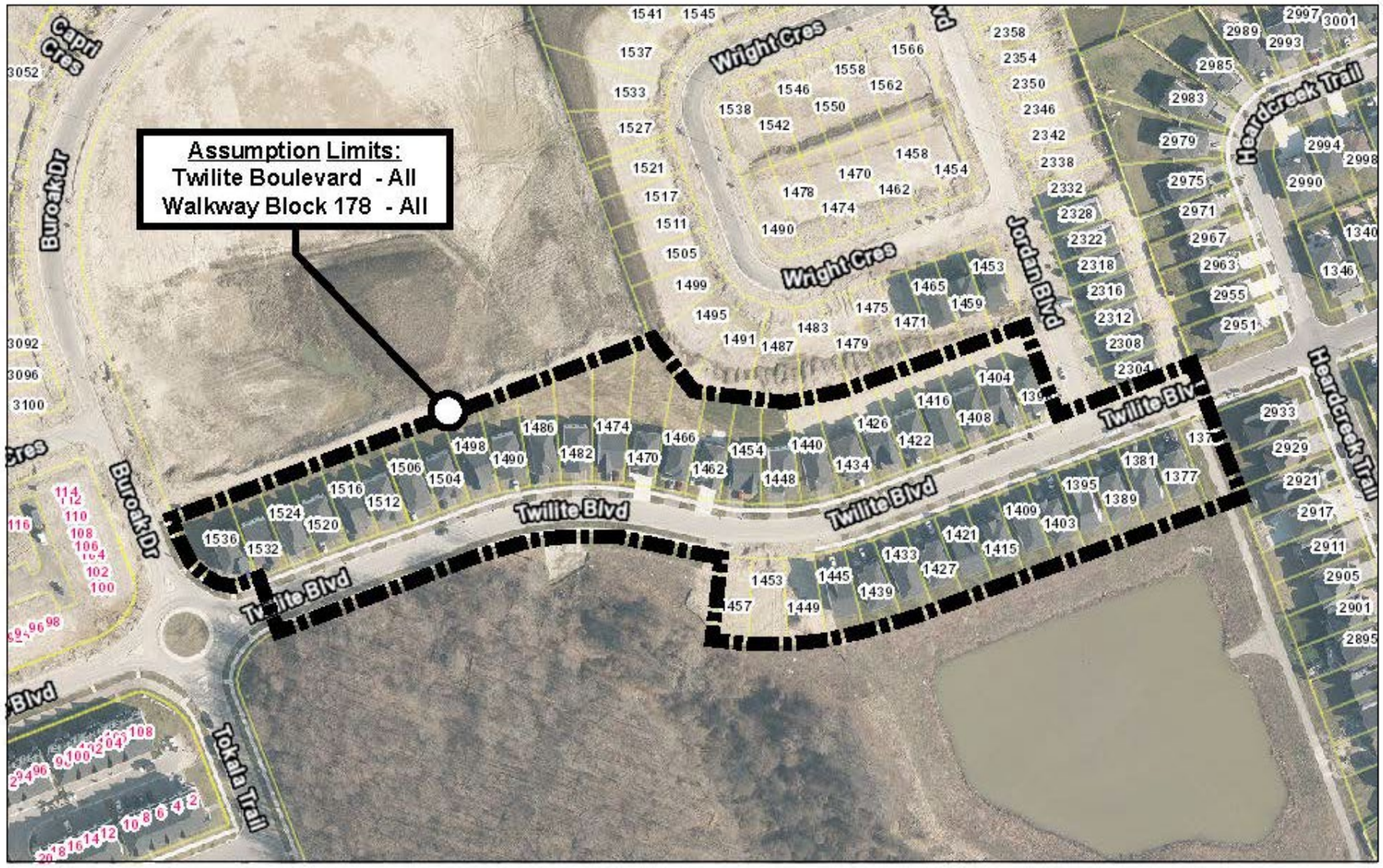
PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Assumption Limits - 33M-799 (Stage 1)



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The Corporation of the City of London
Corporation of the City of London | Produced For: Environmental & Engineering Services – Transportation Planning & Design | Produced by: Environmental & Engineering Services - Geomatics | Corporation of the City of London | Corporation of the City of London |

Bill No. 250
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 Dundas Street)

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 Dundas Street, namely:

> "Part of Block 'E' on Registered Plan 494 designated as Part 12 on plan 33R21820 in the City of London."

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.

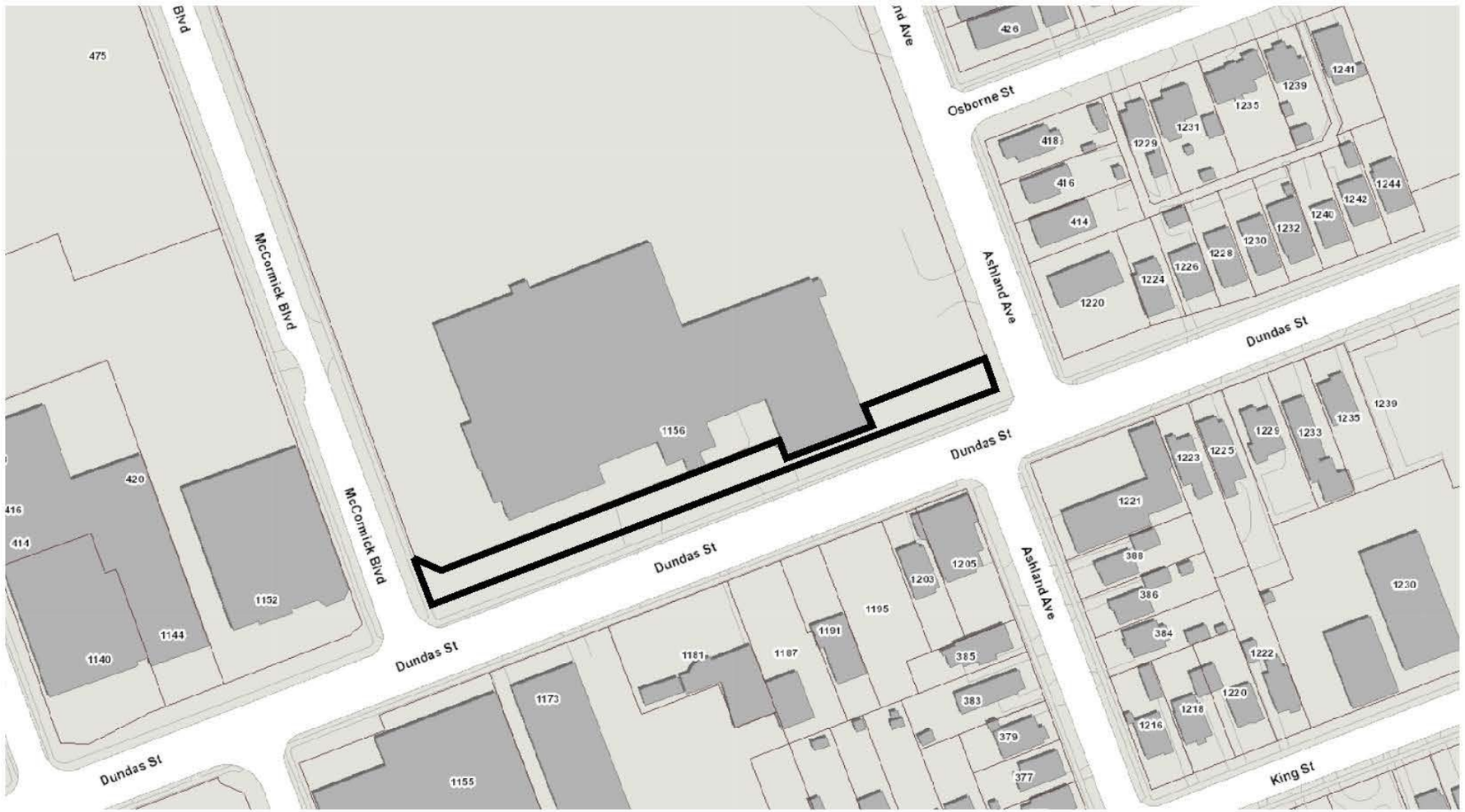
PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

LOCATION MAP



SUBJECT PARCEL

Bill No. 251
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 Wellington Road)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001*, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wellington Road, namely:

> "Part of Blocks A and D on Registered Plan 653 being Part 2 on plan 33R21814 in the City of London."

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.

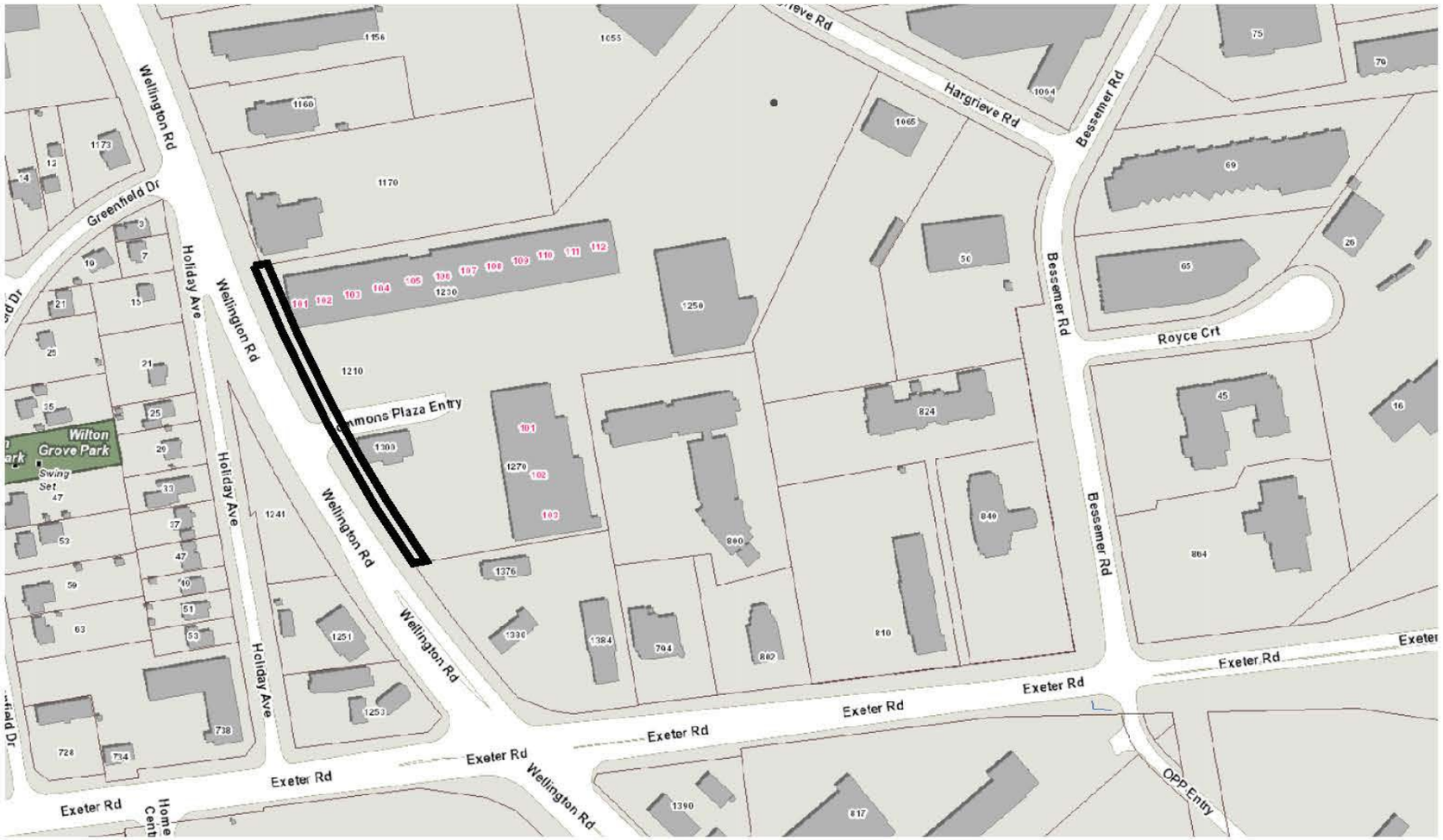
PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

LOCATION MAP



SUBJECT PARCEL

Bill No. 252
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 Wharncliffe Road South and Base Line Road 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 Wharncliffe Road South and Base Line Road West, namely:

> “Part of Lot 4 Registered Plan 29 being Parts 1, 2, 3, 4, and 5 on Plan 33R21842 in the City of London;” and
>
> “Part of Lot 4 registered Plan 29 being Part 6 on Plan 33R21842 in the Ciyt of London.”

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.

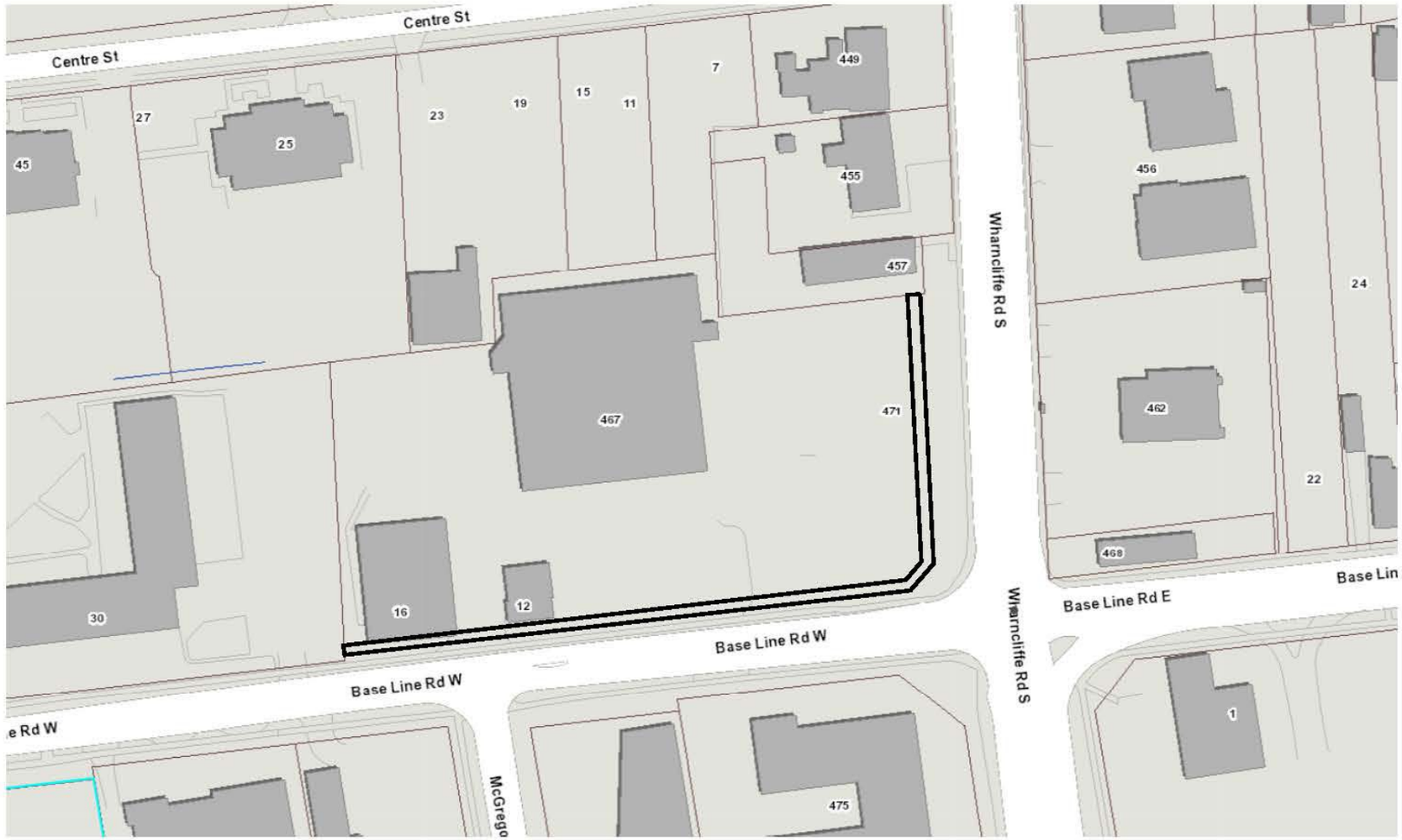
PASSED in Open Council on July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

LOCATION MAP



SUBJECT PARCEL

Bill No. 253
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 Wilton Grove Road)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001*, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wilton Grove Road, namely:

> "Part of Lots 20 and 21 Concession 2 in the geographic Township of Westminster being Parts 1, 2, 3 and 4 on plan 33R20069 in the City of London."

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 July 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

LOCATION MAP

SUBJECT PARCEL

Bill No. 254
2024

By-law No. WM-12-24_____

A by-law to amend the Municipal Waste & Resources Collection By-law WM-12.

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 that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, 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 the economic, social and environmental well-being of the municipality, and the health, safety and well-being of persons;

AND WHEREAS the Municipal Council wishes to amend By-law No. WM-12, being “A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London” to implement the Green Bin program and help prevent litter on private property;

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

1. Section 10.13 is deleted and replaced with the following new section 10.13:

> Despite section 10.12, an occupant of the premise where the Green Bin material or recyclable material originated may retrieve recyclable material that they have set out for collection, prior to its collection by the collector.

2. 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 July 23, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

Bill No. 255
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 1 Fallons Lane.

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 1 Fallons Lane, as shown on the attached map **FROM** a Neighbourhood Facility (NF1) Zone **TO** a Residential 8 Special Provision (R8-4(_)) Zone.

2. Section Number 12.4 of the Residential (R8) Zone is amended by adding the following Special Provisions:

R8-4(_) 1 Fallons Lane

a) Regulations

i)	Front Yard Depth (Minimum)	4.3 metres
ii)	Interior (East) Side Yard Setback (Minimum)	2.9 metres
iii)	Building Height (Maximum)	22.0 metres
iv)	Density (Maximum)	182.5 units per hectare
v)	Bicycle Parking Spaces (Minimum)	26 long-term spaces and 5 short-term spaces

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990,* c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

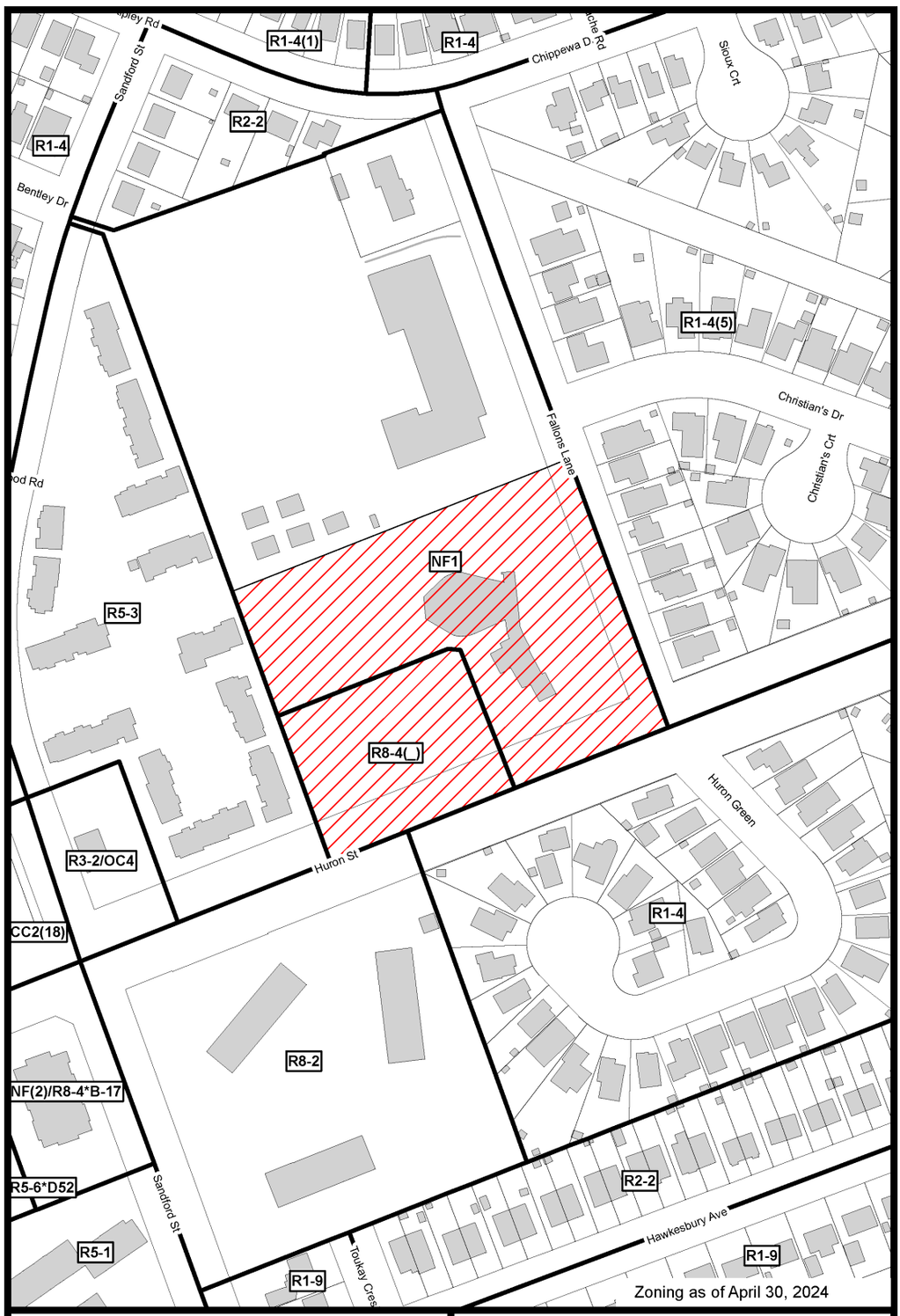
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9728
Planner: CC
Date Prepared: 2024/06/05
Technician: RC
By-Law No: Z.-1-

SUBJECT SITE

1:2,000

0 10 20 40 60 80 Meters

Geodatabase

Bill No. 256
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 3614, 3630 Colonel Talbot Road and 6621 Pack Road

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 3614, 3630 Colonel Talbot Road and 6621 Pack Road, as shown on the attached map comprising part of Key Map No. A110, **FROM** a Urban Reserve (UR4) Zone **TO** a Residential R1 Special Provision (R1-4(_))Zone; two Residential R1 and R4 Special Provision (R1-4/R4-6(11) Zones; two Residential R1 and R4 Special Provision (R1-4(_)/R4-6(11) Zones; two Residential R4, R5, R6, R7 and R9 Special Provision (R4-6(11)/R5-7(*)/R6-5(*)/R7(*)/R9-5(*)) Zones; a Neighbourhood Facility, R4, R5, R6, R7 and R9 Special Provision (NF/R4-6(11)/R5-7(**)/R6-5(**)/R7(**)/R9-5(**)) Zone; and, an Open Space (OS1) Zone.

2. Section Number 5.4 of the Residential (R1) Zone is amended by adding the following Special Provisions:

R1-4(_) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum lot frontage of 11 metres
ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum landscaped open space of 30 percent
v) Maximum lot coverage of 45 percent

3. Section Number 9.4 of the Residential (R5) Zone is amended by adding the following Special Provisions:

R5-7(*) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum front yard setback of 4.5 metres
ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum rear yard setback of 4.5 metres
v) Minimum 1 parking space per unit
vi) Minimum landscaped open space of 25 percent
vii) Maximum lot coverage of 50 percent
viii) Maximum height of 6 storeys (20 metres)
ix) Maximum density of 100 units per hectare

R5-7(**) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum front yard setback of 4.5 metres

ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum rear yard setback of 4.5 metres
v) Minimum 1 parking space per unit
vi) Minimum landscaped open space of 25 percent
vii) Maximum lot coverage of 50 percent
viii) Maximum height of 4 storeys (13 metres)
ix) Maximum density of 100 units per hectare

4. Section Number 10.4 of the Residential (R6) Zone is amended by adding the following Special Provisions:

R6-5(*) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum front yard setback of 4.5 metres
ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum rear yard setback of 4.5 metres
v) Minimum 1 parking space per unit
vi) Minimum landscaped open space of 25 percent
vii) Maximum lot coverage of 50 percent
viii) Maximum height of 6 storeys (20 metres)
ix) Maximum density of 100 units per hectare

R6-5(**) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum front yard setback of 4.5 metres
ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum rear yard setback of 4.5 metres
v) Minimum 1 parking space per unit
vi) Minimum landscaped open space of 25 percent
vii) Maximum lot coverage of 50 percent
viii) Maximum height of 4 storeys (13 metres)
ix) Maximum density of 100 units per hectare

5. Section Number 11.4 of the Residential (R7) Zone is amended by adding the following Special Provisions:

R7(*) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum front yard and exterior side yard setback of 6 metres
ii) Minimum interior side yard and rear yard setback of 3 metres
iii) Minimum landscaped open space of 25 percent
iv) Maximum lot coverage of 50 percent
v) Maximum height of 6 storeys (20 metres)
vi) Maximum density of 100 units per hectare

R7(**) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Regulations

i) Minimum front yard and exterior side yard setback of 6 metres
ii) Minimum interior side yard and rear yard setback of 3 metres
iii) Minimum landscaped open space of 25 percent
iv) Maximum lot coverage of 50 percent
v) Maximum height of 4 storeys (13 metres)
vi) Maximum density of 100 units per hectare

6. Section Number 13.4 of the Residential (R9) Zone is amended by adding the following Special Provisions:

R9-5(*) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Additional Permitted Uses

i) Stacked Townhouses
ii) Townhouses

b) Regulations

i) Minimum front yard setback of 4.5 metres
ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum rear yard setback of 4.5 metres
v) Minimum 1 parking space per unit
vi) Maximum lot coverage of 50 percent
vii) Maximum height of 14 metres for townhouses and stacked townhouses
viii) Maximum height of 6 storeys (20 metres) for all other uses
ix) Maximum density of 100 units per hectare

R9-5(**) 3614, 3630 Colonel Talbot Road and 6621 Pack Road

a) Additional Permitted Uses

i) Stacked Townhouses
ii) Townhouses

b) Regulations

i) Minimum front yard setback of 4.5 metres
ii) Minimum exterior side yard setback of 2.5 metres
iii) Minimum interior side yard setback of 1.2 metres
iv) Minimum rear yard setback of 4.5 metres
v) Minimum 1 parking space per unit
vi) Maximum lot coverage of 50 percent
vii) Maximum height of 14 metres for townhouses and stacked townhouses
viii) Maximum height of 4 storeys (13 metres)
ix) Maximum density of 100 units per hectare

7. 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.

8. 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.

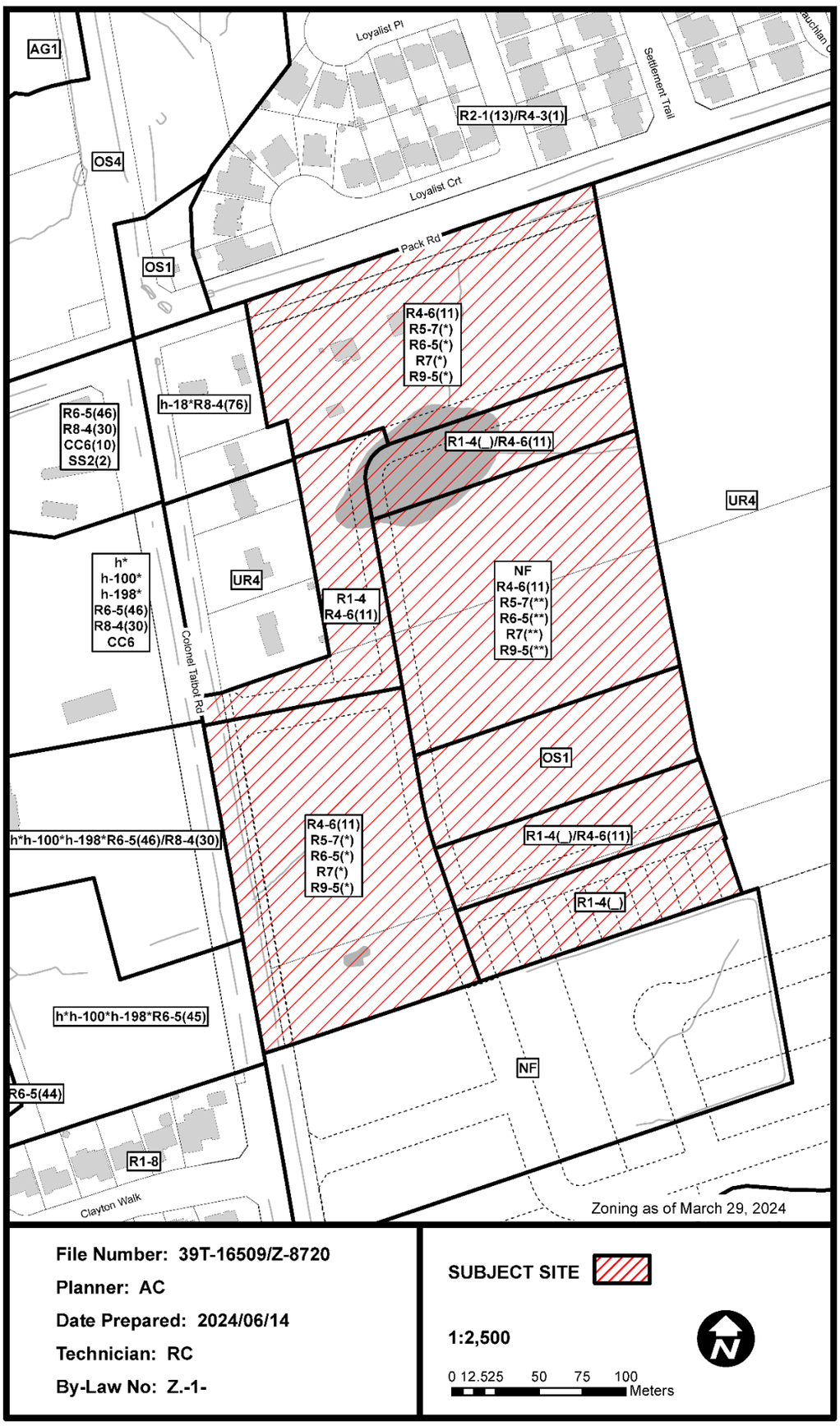
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: 39T-16509/Z-8720

Planner: AC

Date Prepared: 2024/06/14

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:2,500

0 12.525 50 75 100 Meters

Geodatabase

Bill No. 257
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 3392 Wonderland Road South

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

NOW 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 3392 Wonderland Road South, as shown on the attached map **FROM** a Light Industrial (LI1/LI7) Zone, an Environmental Review (ER) Zone, and an Open Space (OS4) Zone **TO** a Light Industrial Special Provision/Restrictive Service Commercial Special Provision (LI1(_)/LI7(_)/RSC2(_)/RSC3(_)/RSC4/RSC5(_)) Zone and an Open Space (OS4) Zone.

2. Section Number 40.4 of the Light Industrial (LI) Zone is amended by adding the following Special Provisions:

LI1(_) 3392 Wonderland Road South

a) Permitted Uses

i) All uses within the LI1 Zone variation, within existing buildings.

b) Prohibited Uses

i) Automobile body shops
ii) Truck sales and service establishments
iii) Tow Truck Business

LI7(_) 3392 Wonderland Road South

a) Permitted Uses

i) All uses within the LI7 Zone variation, within existing buildings

b) Prohibited Uses

i) Automobile body shops
ii) Truck sales and service establishments
iii) Tow Truck Business

3. Section Number 28.4 of the Restrictive Service Commercial (RSC) Zone is amended by adding the following Special Provisions:

RSC2(_) 3392 Wonderland Road South

a) Permitted Uses

i) All uses within the RSC2 Zone Variation
ii) Retail Store
iii) Place of worship

b) Prohibited Uses

i) Automobile sales and service establishments
ii) Automotive uses, restricted
iii) Impounding yard

iv) Tow Truck Business

RSC3(_) 3392 Wonderland Road South

a) Permitted Uses

i) All uses within the RSC3 Zone Variation
ii) Retail Store
iii) Place of worship

b) Prohibited Uses

i) Automobile sales and service establishments
ii) Automotive uses, restricted
iii) Impounding yard
iv) Tow Truck Business

RSC5(_) 3392 Wonderland Road South

a) Permitted Uses

i) All uses within the RSC5 Zone Variation
ii) Retail Store
iii) Place of worship

b) Prohibited Uses

i) Automobile sales and service establishments
ii) Automotive uses, restricted
iii) Impounding yard
iv) Tow Truck Business

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.

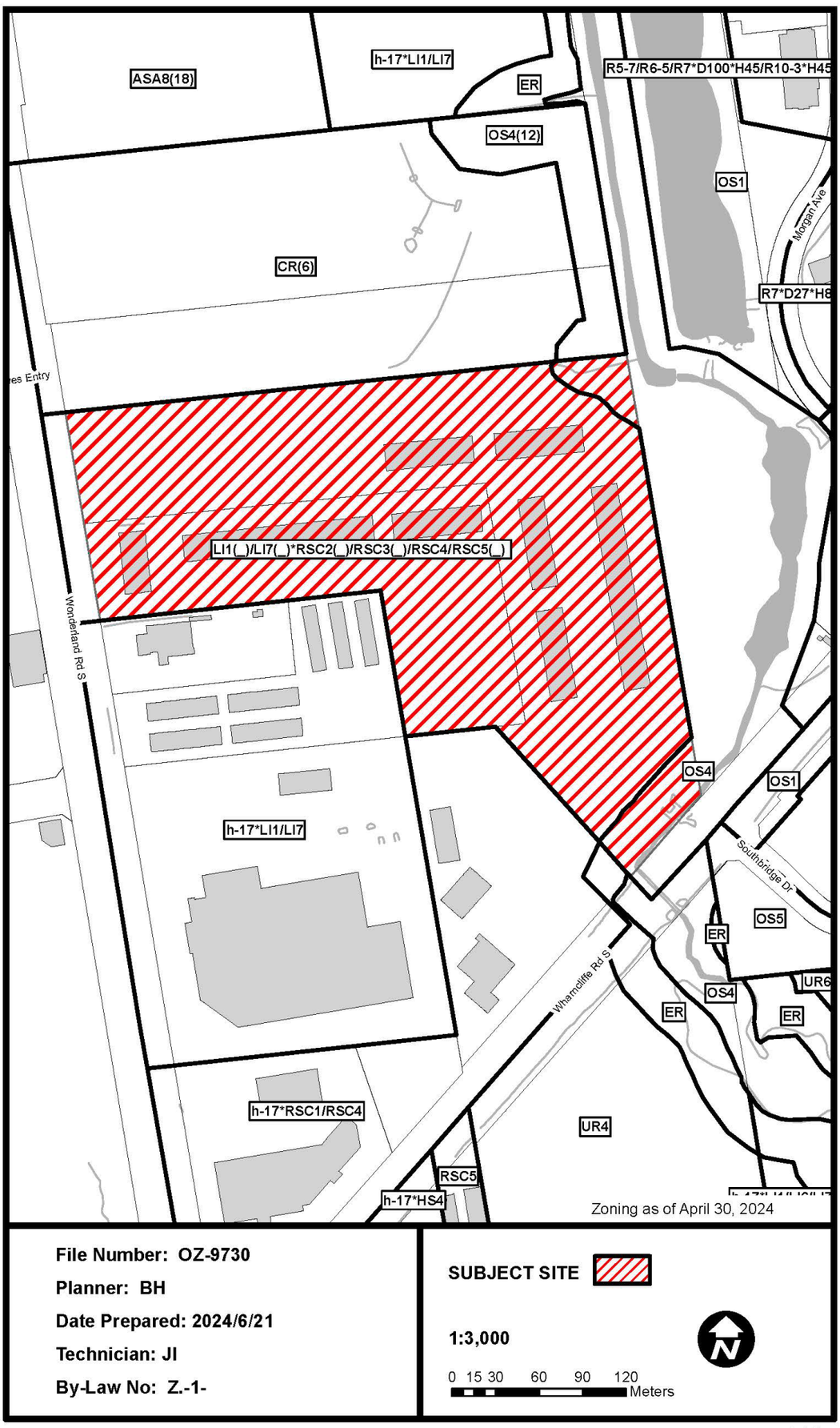
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9730

Planner: BH

Date Prepared: 2024/6/21

Technician: JI

By-Law No: Z.-1-

SUBJECT SITE

1:3,000

0 15 30 60 90 120 Meters

Geodatabase

Bill No. 258
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 1458 Huron Street & 39 Redwood Lane

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the Official Plan;

NOW 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 1458 Huron Street & 39 Redwood Lane, as shown on the attached map **FROM** a Residential R1 (R1-4) Zone **TO** a Residential R5 (R5-7(_)) Special Provision Zone.

2. Section Number 9.4 of the Residential (R5) Zone is amended by adding the following Special Provisions:

R5-7(_) 1458 Huron Street & 39 Redwood Lane

a) Additional Permitted Uses:

i) Converted Dwellings

b) Regulations

i) Front yard setback (minimum) – 3.2 metres
ii) Density (maximum) – 63 Units Per Hectare
iii) Interior side yard setback (minimum) - 3.0 metres
iv) For the purpose of Zoning, the front lot line is deemed to be Huron Street

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990,* c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

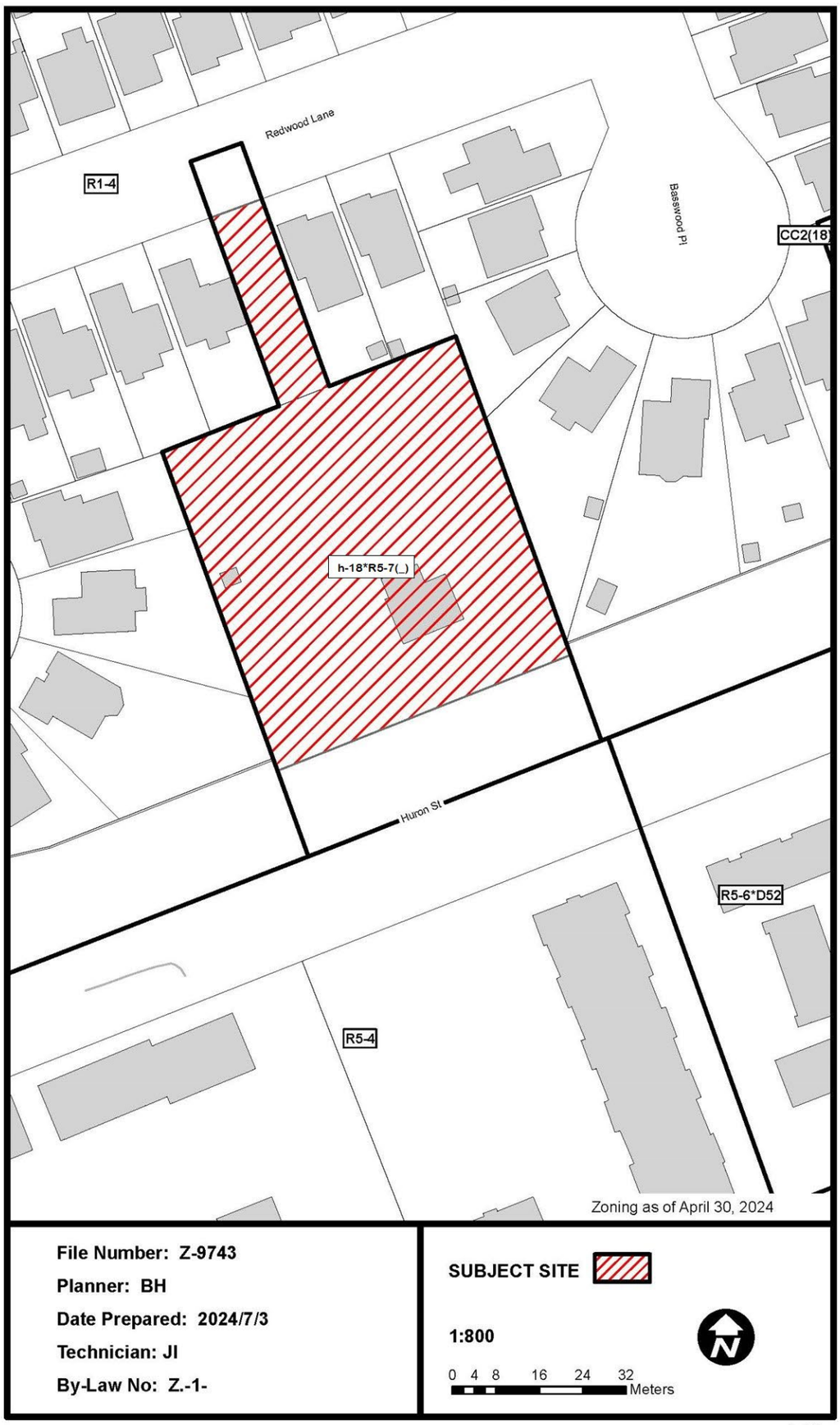
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. 259
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 1105 Wellington Road

WHEREAS upon approval of Official Plan Amendment Number ___ this rezoning will conform to the Official Plan;

NOW 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 1105 Wellington Road, as shown on the attached map **FROM** Regional Shopping Area (RSA4) Zone **TO** a Regional Shopping Area/Residential R10 Special Provision (RSA4/R10-5(_)*H115*D750) Zone

2. Section Number 14.4 of the Residential (R10) Zone is amended by adding the following Special Provisions:

R10-5(_) 1105 Wellington Road

a) Regulations

i) Front Yard Depth (Minimum) – 1.5 metres
ii) Interior Side Yard Depth (Minimum) – 1.5 metres
iii) Rear Yard Depth (Minimum) – 7.5 metres
iv) Lot Coverage (Maximum) – 80%
v) Building Height (Maximum) – 115 metres
vi) Density (Maximum) – 750 units per hectare

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990,* c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

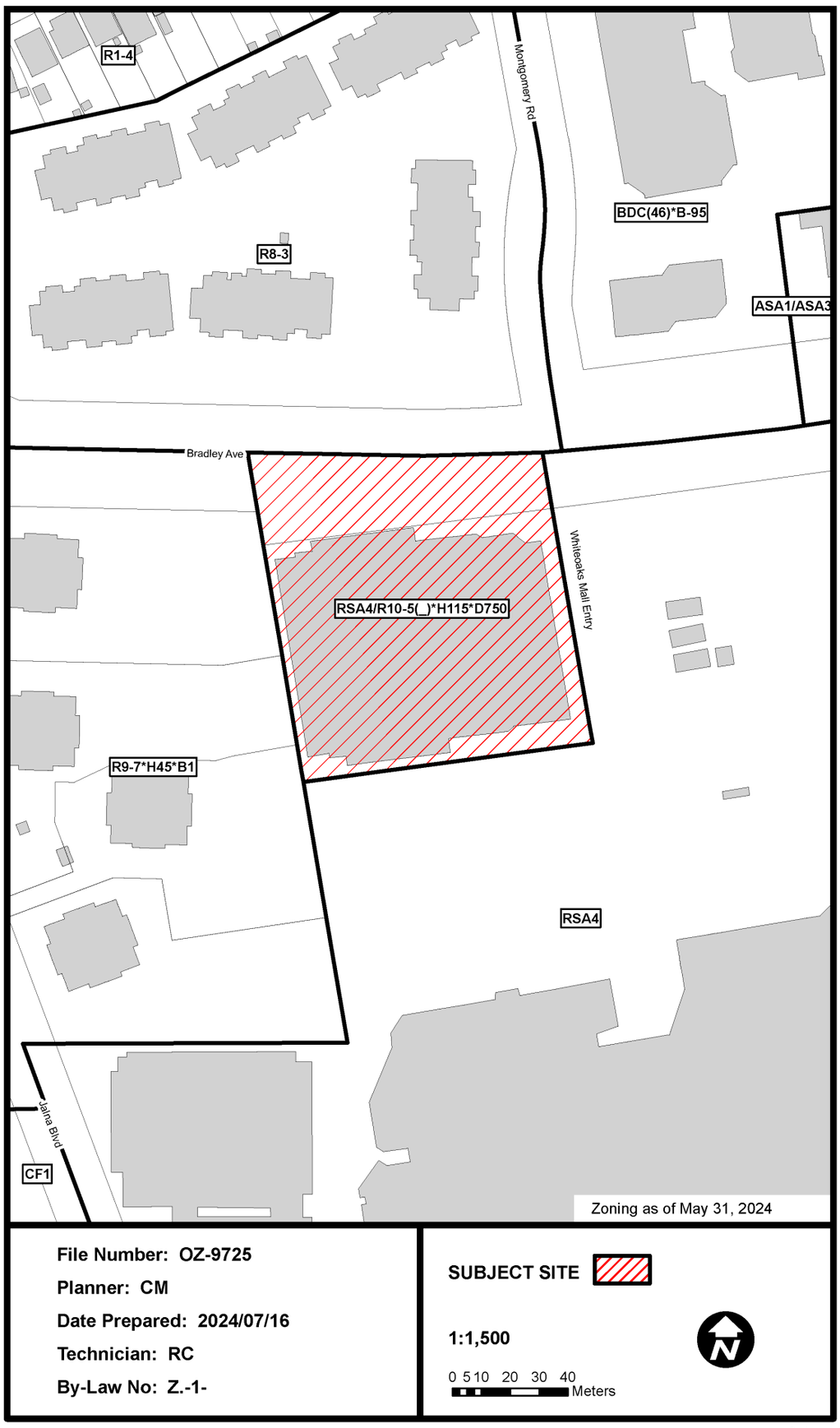
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. 260
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 934 Oxford Street West.

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 934 Oxford Street West, as shown on the attached map comprising part of Key Map No. A106, **FROM** a Residential R1-10 Zone **TO** a Holding Residential R8 Special Provision (h-89*R8-4(_)) Zone.

2. Section Number 12.4 of the Residential (R8) Zone is amended by adding the following Special Provisions:

R8-4(_) 934 Oxford Street West

a) Regulations

i)	Density (Maximum)	80 units per hectare
ii)	Lot Frontage (Minimum)	22.8 metres (74.8 feet)
iii)	East Interior Side Yard Depth (Minimum)	2.4 metres (7.9 feet) when the building wall contains no windows to bedrooms
iv)	East Interior Side Yard Depth (Minimum)	6.0 metres (19.7 feet) when the building wall contains windows to bedrooms.
v)	West Interior Side Yard Depth (Minimum)	2.4 metres (7.9 feet) when the building wall contains no windows to bedrooms
vi)	West Interior Side Yard Depth (Minimum)	6.0 metres (19.7 feet) when the building wall contains windows to bedrooms.
vii)	Rear Yard Setback (Minimum)	15 metres (49.21 feet)
viii)	Parking Setback from Southerly Lot Line (Minimum)	3.0 m (9.8 feet)
ix)	No below-grade units and sunken amenity areas shall be permitted fronting Oxford Street West	

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990, c. P13,* either upon the date of the passage of this by-law or as otherwise provided by the said section.

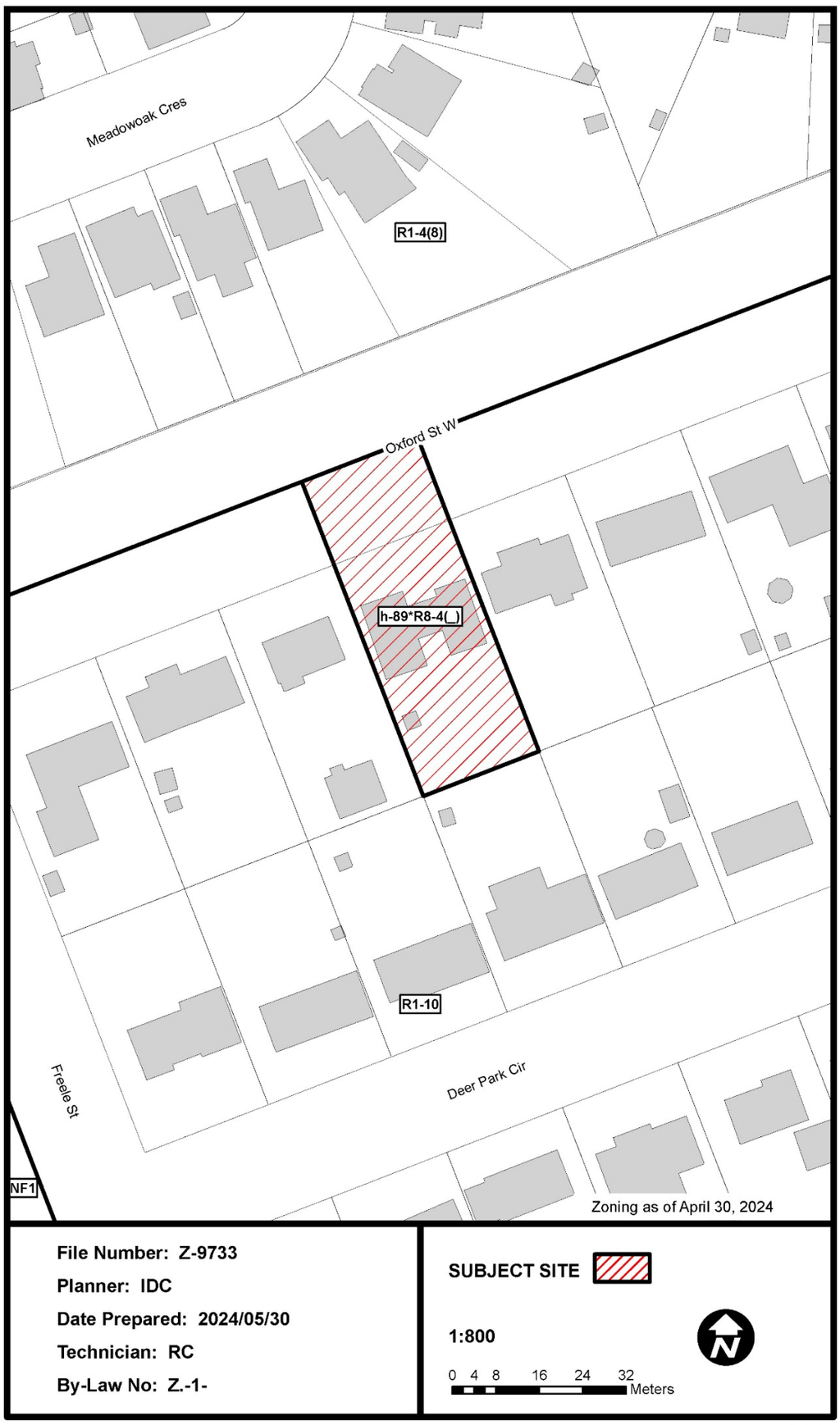
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. 261
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 359 Wellington Road & 657 Base Line Road East.

WHEREAS LJM Developments c/o A.J. Clarke and Associated Ltd. has applied to rezone an area of land located at 359 Wellington Road & 657 Base Line Road East, as shown on the map attached to this by-law;

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 359 Wellington Road & 657 Base Line Road East, as shown on the attached map, **FROM** a Residential R1 (R1-6) Zone and Automobile Service Station (SS1) Zone **TO** a Residential Special Provision (R9-7(_)) Zone.

2. Section Number 13.4 of the Residential (R9) Zone is amended by adding the following Special Provisions:

R9-7(_) 359 Wellington Road & 657 Base Line Road East

a) Regulations

i) Height (maximum): 75 metres

ii) Density (maximum): 1391 units per hectare

iii) Front Yard Setback (minimum) from the ultimate ROW of Wellington Road: 0.8 metres

iv) Exterior Side Yard Setback (minimum): 0.8 metres

v) Interior Side Yard Setback - south (minimum): 1.5 metres

vi) Rear Yard Setback – main building (minimum): 8.4 metres

vii) Rear Yard Setback – parking garage (minimum): 0.3 metres

viii) Landscaped Open Space (% minimum): 14%

ix) Lot coverage (maximum): 65%, excluding canopies

x) Building floor plate above the 6th storey: 800 square metres

xi) Tower setback above the 6th storey – south (minimum): 10 metres

xii) Tower setback above the 6th storey – west (minimum): 11.5 metres

xiii) Interior amenity space (minimum): 400m^2

xiv) Common outdoor amenity space – rooftop (minimum): 150m^2

xv) Percentage of units to be 2 or more bedrooms (minimum): 30%

xvi) Ground floor height (minimum) fronting public streets: 4.0 metres

xvii) Principal Building Entrance shall face towards intersection of Wellington Road and Base Line Road East

xviii) To permit unlimited encroachments for balconies and canopies.

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.

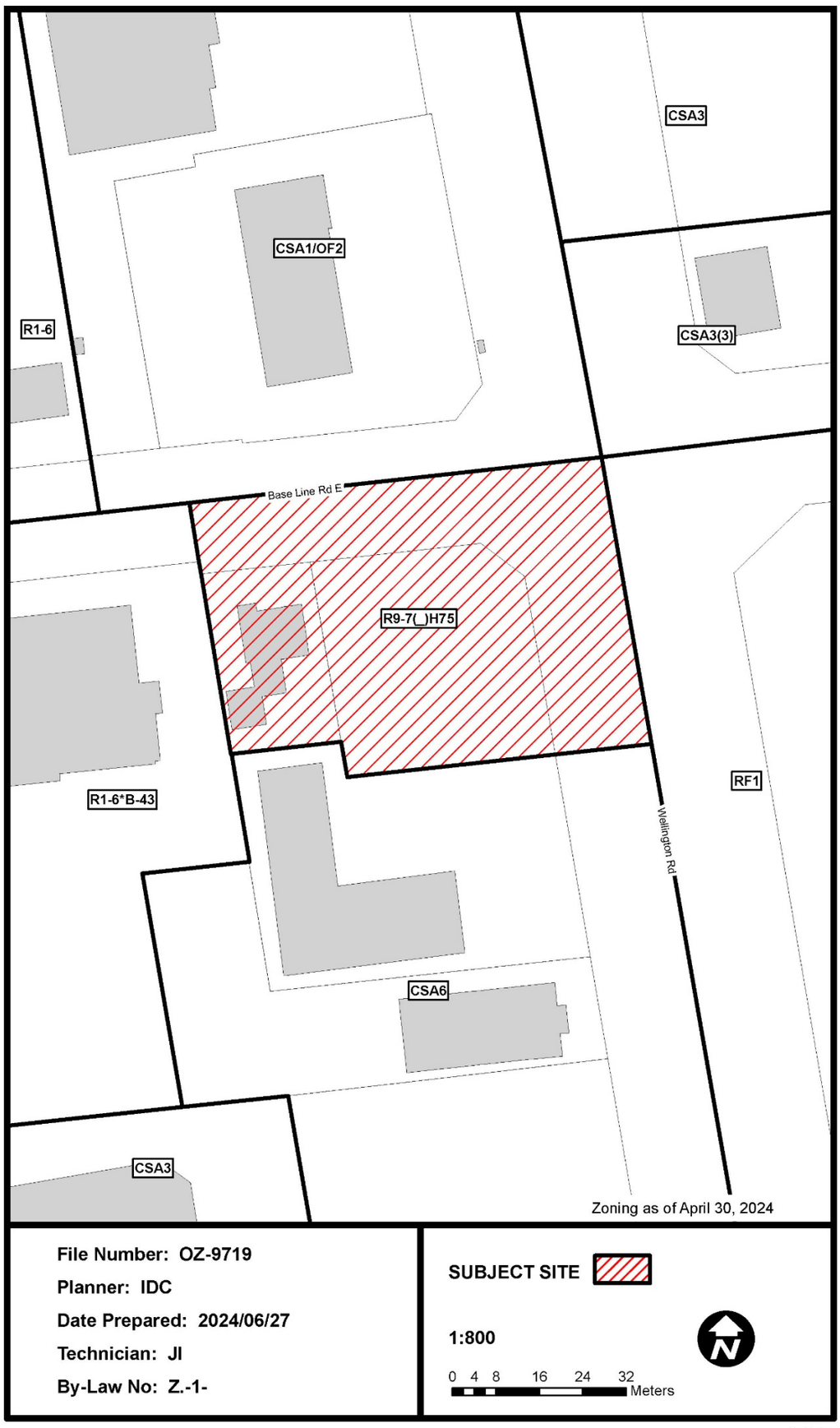
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. 262
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 1725-1737 Richmond Street

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the Official Plan;

NOW 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 1725-1737 Richmond Street as shown on the attached map **FROM** an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(15)) Zone **TO** a Business District Commercial Special Provision (BDC1(*)) Zone and Business District Commercial Special Provision (BDC1(**)) Zone.

2. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following Special Provisions:

BDC1(*) 1725-1737 Richmond Street

a) Permitted Uses

i) All permitted commercial/office or community facility uses within the BDC1 Zone, limited to the first and second floor of an apartment building

b) Prohibited Uses

i) Commercial parking lots and commercial parking structures

ii) Uses with drive-through facilities

c) Regulations

i) Height (Maximum): 80.0m

ii) Density (Maximum): 725 units per hectare

iii) Richmond Street shall be deemed to be the front lot line

iv) Front Yard Depth (Minimum): 1.0m

v) Front Yard Depth (Maximum): 3.0m

vi) Rear Yard Depth (Minimum): 3.0m

vii) Ground floor height (Minimum): 4.0m

viii) Tower step-back above the 4th storey along Richmond Street (Minimum): 5.0m

ix) Tower step-back above the 4th storey along the internal private road to the north (Minimum): 6.5m

x) Tower step-back above the 4th storey along the south and west facades of the building (Minimum): 4.5m

xi) Tower floor plate (Maximum): 1000.0m^2

xii) Permit unlimited encroachments for balconies and canopies

xiii) The principal residential entrance and commercial uses shall face Richmond Street

BDC1(**) 1725-1737 Richmond Street

a) Permitted Uses

i) All permitted commercial/office or community facility uses within the BDC1 Zone, limited to the first and second floor of an apartment building

b) Prohibited Uses

i) Commercial parking lots and commercial parking structures
ii) Uses with drive-through facilities

c) Regulations

i) Height (Maximum): 71.0m
ii) Density (Maximum): 735 units per hectare
iii) Residential Tower Separation above 8 storeys (Minimum): 25.0m
iv) North Centre Road shall be deemed to be the front lot line
v) Front Yard Depth (Minimum): 4.0m
vi) Front Yard Depth (Maximum): 15.0m
vii) Ground floor height (Minimum): 4.0m
viii) Tower step-back above the 6th storey along North Centre Road (Minimum): 5.0m
ix) Tower floor plate (Maximum): 1,000m2
x) Permit unlimited encroachments for balconies and canopies
xi) Principal entrance of the residential lobby shall face North Centre Road

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990,* c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

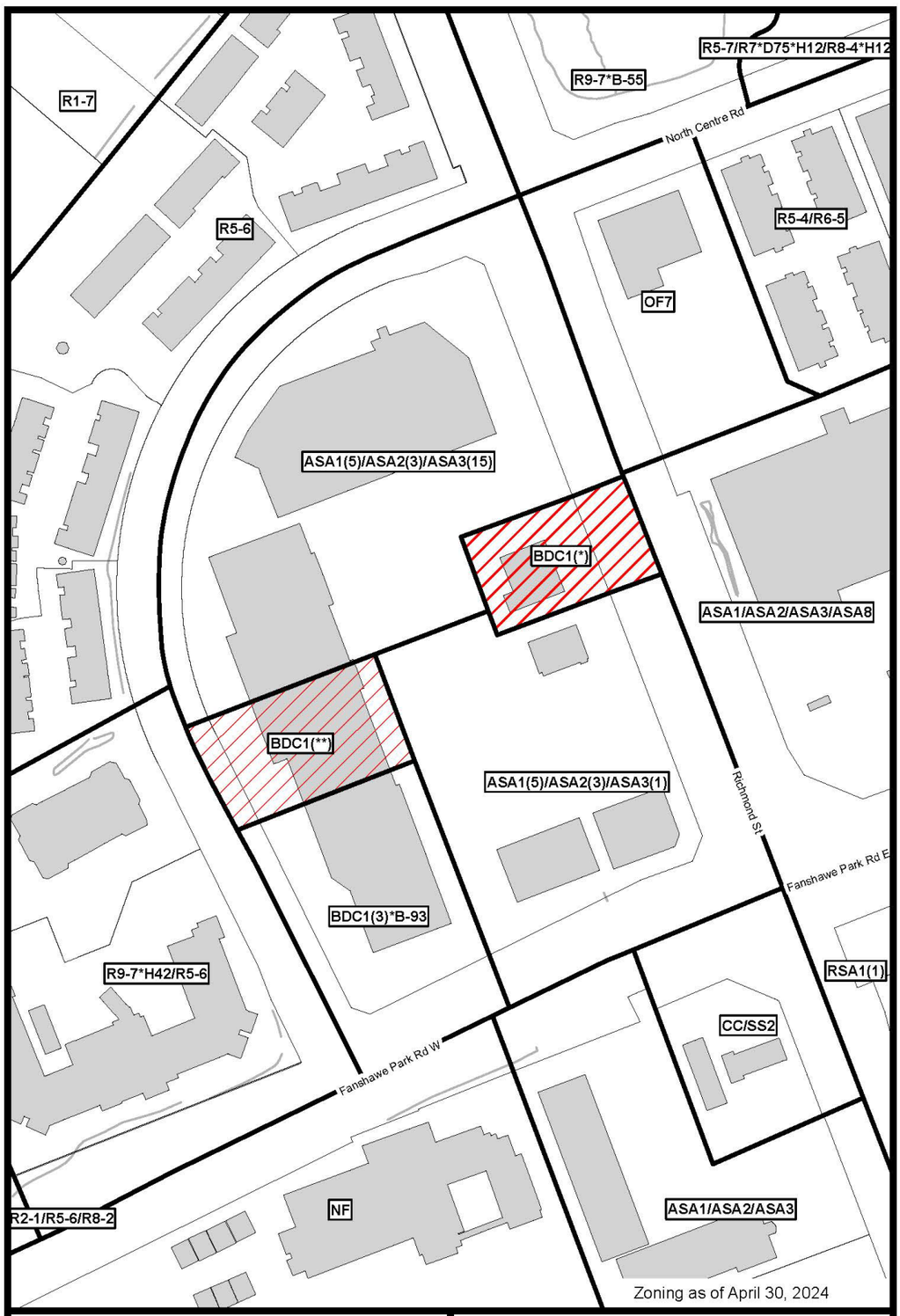
PASSED in Open Council on July 23, 2024, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 23, 2024
Second Reading – July 23, 2024
Third Reading – July 23, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9741
Planner: AR
Date Prepared: 2024/06/26
Technician: RC
By-Law No: Z.-1-

SUBJECT SITE

1:2,000

0 10 20 40 60 80 Meters

Geodatabase