

# Council Agenda

January 3, 2018, 11:00 AM

Council Chambers

This Council meeting will be televised by Cable 13 commencing at 9:00 PM.

The Council will break for dinner from approximately 6:30 – 7:00 PM, as required.

Pages

## **Disclosures of Pecuniary Interest**

## **Recognitions**

## **Review of Confidential Matters to be Considered in Public**

## **Council, In Closed Session**

**Motion for Council, In Closed Session (Council will remain In Closed Session until approximately 5:15 PM, at which time Council will rise and reconvene in Public Session; Council may resume In Closed Session later in the meeting, if required.)**

a. C1/31/CSC

A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a lease of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed lease of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed lease that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed lease whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed lease whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed lease of land.

## b. C2/31/CSC

A matter pertaining to litigation with respect to the partial expropriation of property located at 1600-1622, 1634, 1648, and 1656 Hyde Park Road, including matters before administrative tribunals, affecting the municipality or local board, OMB file No. LC 150013; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 1600-1622, 1634, 1648, and 1656 Hyde Park Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the expropriation of a property located at 1600-1622, 1634, 1648, and 1656 Hyde Park Road.

**CONFIRMATION AND SIGNING OF THE MINUTES OF THE TWENTY-SEVENTH MEETING HELD ON NOVEMBER 14, 2017**

4

**Communications and Petitions**

**Motions of Which Notice is Given**

**Reports**

## a. 30th Report of the Corporate Services Committee

1. Disclosures of Pecuniary Interest
2. Meeting with the Local Members of Parliament

## b. 31st Report of the Corporate Services Committee

1. Disclosures of Pecuniary Interest
2. City of London Days at the Budweiser Gardens - Parkinson Society Southwestern Ontario
3. Data Collection for New Employees

## c. 17th Report of the Civic Works Committee

1. Disclosures of Pecuniary Interest
2. Parking Ticket Online Payment Module (TOPS)
3. Amendments to the Traffic and Parking By-law (Relates to Bill No. 671)

## d. 22nd Report of the Planning and Environment Committee

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1. Disclosures of Pecuniary Interest
2. 10th Report of the Advisory Committee on the Environment

57

**Added Reports**

## a. 19th Report of the Strategic Priorities and Policy Committee

1. Disclosures of Pecuniary Interest

2. 1st Report of the Outstanding London Ambassador Award Committee
3. Strategic Plan: Semi-Annual Progress Report and 2017 Report to the Community (The Report to the Community will be provided at the meeting)

### **Deferred Matters**

### **Enquiries**

### **Emergent Motions**

### **By-laws**

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

- |    |  |    |
|----|--|----|
| a. | Bill No. 662 By-law No. A.-_____   | 58 |
|    | A by-law to confirm the proceedings of the Council Meeting held on the 28th day of November, 2017. (City Clerk)  |    |
| b. | Bill No. 663 By-law No. A.-_____   | 59 |
|    | A by-law to authorize an Agreement between The Corporation of the City of London and Esri Canada Limited; and to authorize the Mayor and City Clerk to execute the Agreement. (9a/17/CWC)  |    |
| c. | Bill No. 664 By-law No. A.-_____   | 81 |
|    | A by-law to authorize and approve a Licence and Maintenance Agreement between The Corporation of the City of London and Azteca Systems LLC and to authorize the Mayor and the City Clerk to execute the Licence and Maintenance Agreement. (9b/17/CWC) |    |

### **Adjournment**



**London**  
C A N A D A

**COUNCIL  
MINUTES  
TWENTY-SIXTH MEETING**

October 30, 2017

The Council meets in Regular Session in the Council Chambers this day at 5:27 PM.

Mayor M. Brown and Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park and J. Zaifman and C. Saunders (City Clerk).

ABSENT: Councillor P. Squire.

ALSO PRESENT: M. Hayward, A.L. Barbon, G. Barrett, B. Card, B. Coxhead, C. Crossman, S. Datars Bere, K. Dawtrey, J. Farmer Bosma, J.M. Fleming, A. Hagan, M. Henderson, G. Kotsifas, L. Livingstone, M. Marcellin, S. Mathers, D. Munteer, D. O'Brien, A. Patis, D. Popadic, L. Rowe, M. Schulthess, J. Smout, E. Soldo, S. Spring, S. Stafford, J. Stanford, B. Warner and B. Westlake-Power.

At the beginning of the Meeting all Members are present, except Councillor P. Squire.

**I DISCLOSURES OF PECUNIARY INTEREST**

Councillor T. Park discloses a pecuniary interest in clause 3 of the 28th Report of the Corporate Services Committee, having to do with the Tax Adjustment Agenda, specifically as it relates to Application No. 2017-14, by indicating that she owns property in the area of the subject property. Councillor T. Park further discloses a pecuniary interest in clause C-3 of the Confidential Appendix to the 28th Report of the Corporate Services Committee, by indicating that she owns a property in the area of the subject lands.

Councillor J. Morgan discloses a pecuniary interest in clause 3 of the 28th Report of the Corporate Services Committee, having to do with the Tax Adjustment Agenda, specifically as it relates to Application No. 2016-123, as he is involved in a separate property matter with the assessed party. Councillor J. Morgan further discloses a pecuniary interest in clause 12 of the 20th Report of the Planning and Environment Committee, and the related Bill No. 638, having to do with the properties located at 661-667 Talbot Street (Z-8659), by indicating that he has involvement with the applicant on a separate property matter.

Councillor V. Ridley discloses a pecuniary interest in clause 15 i) of the 16th Report of the Civic Works Committee, having to do with the Municipal Green House Gas (GHG) Challenge Fund Applications, by indicating that her spouse is employed in the energy industry, which could be directly impacted.

Councillor S. Turner discloses a pecuniary interest in clause 1 of the 24th Report of the Council, In Closed Session, having to do with a property acquisition at 28 Wellington Road South, by indicating that he owns a property in the immediate area.

**II RECOGNITIONS**

1. The Municipal Council recognizes Cory Crossman, London Music Office, and Chris Campbell, London Tourism, for receiving the President's Award from Music Canada.
2. The Municipal Council recognizes Jennifer Smout for being the recipient of the International Municipal Lawyers Association's Bruce A. Noble Award.

**III REVIEW OF CONFIDENTIAL MATTERS TO BE CONSIDERED IN PUBLIC**

None.

Motion made by Councillor H.L. Usher and seconded by Councillor P. Hubert to Approve that pursuant to section 6.4 of the Council Procedure By-law, the order of business be changed to permit consideration of clause 11 of the 20th Report of the Planning and Environment Committee at this time.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

## VIII REPORTS

20th Report of the Planning and Environment Committee  
Councillor A. Hopkins presents.

Motion made by Councillor A. Hopkins to Approve clause 11.

11. Properties located at 200 Albert Street, 192-196 Central Avenue and 193-197 Central Avenue (TZ-8802)

That, the application of Farhi Holdings, relating to the properties located at 200 Albert Street, 192 to 196 Central Avenue and 193 to 197 Central Avenue, BE REFERRED back to the Managing Director, Planning and City Planner, to work with the applicant to determine which two of the above-noted properties would be best suited to extend the Temporary Use (T-70) Zone for a period not exceeding three (3) years;

it being noted that the Planning and Environment Committee reviewed and received a communication dated October 15, 2017, from M. Bloxam, President, London Region Branch, Architectural Conservancy Ontario, with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

it being further noted that the Municipal Council did not approve this application for the following reasons:

- temporary parking lots are meant to be temporary and not be in place for twenty-five years;
- there are two factors that are not ready to go yet, the Parking Strategy and Rapid Transit and both of those would inform whether these renewals are appropriate or not; and,
- the Parking Strategy will identify the number of parking spots required, how are we going to accommodate them, do we accommodate those within new buildings. (2017-D09)

At 5:49 PM, His Worship the Mayor places Councillor P. Hubert in the Chair, and takes a seat at the Council Board.

At 5:53 PM, His Worship the Mayor resumes the Chair, and Councillor P. Hubert takes his seat at the Council Board.

The motion to Approve clause 11 is put.

Motion Failed

NAYS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

Motion made by Councillor S. Turner and seconded by Mayor M. Brown to Approve that, on the recommendation of the Managing Director, Planning and City Planner, with respect to the application of Farhi Holdings relating to the properties located at 200 Albert Street, 192 – 196 Central Avenue and 193 – 197 Central Avenue, the proposed by-law as appended to the staff report dated October 23, 2017 BE INTRODUCED at the Municipal Council meeting on October 30, 2017 to amend Zoning By-law Z.-1, in conformity with the Official Plan, by extending the Temporary Use (T-70) Zone for a period not exceeding three (3) years;

it being noted that the Planning and Environment Committee reviewed and received a communication dated October 15, 2017, from M. Bloxam, President, London Region Branch, Architectural Conservancy Ontario, with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

it being noted that Council approved this application for the following reasons:

- the recommended extension to the Temporary Use (T-70) Zone is consistent with the *Provincial Policy Statement 2014*;
- the recommended extension to the Temporary Use (T-70) Zone is in keeping with the Temporary Use policies of the 1989 Official Plan;
- the recommended extension to the Temporary Use (T-70) Zone is in keeping with the Temporary Use policies of the *London Plan*;
- the recommended extension to the Temporary Use (T-70) Zone does not compromise the ability to achieve the long-term goals of *Our Move Forward: London's Downtown Plan*;
- the recommended extension to the Temporary Use (T-70) Zone is appropriate to help maintain an adequate supply of parking to service businesses in the Downtown and on Richmond Row pending completion of the Downtown Parking Strategy Study, and the gradual transition away from the use of commercial surface parking lots as transit ridership increases and as alternative parking spaces are provided; and,
- the parking lots have existed for periods ranging from 12-25 years and have achieved a measure of compatibility with the surrounding land uses.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (12)

NAYS: J. Helmer, M. Cassidy (2)

Motion made by Councillor B. Armstrong and seconded by Councillor J. Helmer to Approve that Council recess.

Motion Passed

The Council recesses at 6:26 PM and reconvenes at 7:06 PM with Mayor M. Brown in the Chair and all Members present except Councillors P. Squire and J. Zaifman.

#### **IV COUNCIL, IN CLOSED SESSION**

Motion made by Councillor M. van Holst and seconded by Councillor B. Armstrong to Approve that Council rise and go into Council, In Closed Session, for the purpose of considering the following matters, including the added matter g) arising from the 18th Report of the Strategic Priorities and Policy:

- a) A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar

information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition. (C1/28/CSC)

- b) A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed disposition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed disposition of land; commercial and financial information supplied in confidence pertaining to the proposed disposition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed disposition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed disposition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed disposition. (C2/28/CSC)
- c) A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition. (C3/28/CSC)
- d) A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition or disposition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition or disposition of land; commercial

and financial information supplied in confidence pertaining to the proposed acquisition or disposition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition or disposition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition or disposition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition or disposition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition or disposition; and reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to the Corporation's associations and unions, and litigation or potential litigation affecting the municipality, and advice which is subject to solicitor client privilege, including communications necessary for that purpose. (C5/28/CSC)

- e) A matter pertaining to potential litigation with respect to the properties located on Birchwood Drive and Meadowvale Drive, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the work done on Birchwood Drive; and for the purpose of providing direction and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct litigation in connection with the properties located on Birchwood Drive and Meadowvale Drive.(C1/16/CWC)
- f) A matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation and labour relations; personal matters about identifiable individuals, including current and former municipal employees, with respect to employment related matters. (C4/28/CSC)
- g) (ADDED) A matter pertaining to labour relations and employee negotiations, advice or recommendations of officers and employees of the Corporation including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation. (C1/18/SPPC)

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

The Council rises and goes into the Council, in Closed Session, at 7:08 PM, with Mayor M. Brown in the Chair and all Members present, except Councillors P. Squire and J. Zaifman.

At 7:15 PM Councillor S. Turner leaves the meeting.

At 7:16 PM Councillor S. Turner returns to the meeting.

At 7:28 PM Councillor T. Park leaves the meeting.

At 7:32 PM Councillor T. Park returns to the meeting.

The Council, in Closed Session, rises at 7:55 PM and Council reconvenes at 7:57 PM, with Mayor M. Brown in the Chair and all Members present except Councillors B. Armstrong, P. Squire and J. Zaifman.



## **V CONFIRMATION AND SIGNING OF THE MINUTES OF THE TWENTY-FIFTH MEETING HELD ON OCTOBER 17, 2017**

Motion made by Councillor M. Cassidy and seconded by Councillor H.L. Usher to Approve the Minutes of the Twenty-Fifth meeting held on October 17, 2017.

Motion Passed

YEAS: M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (12)

## **VI COMMUNICATIONS AND PETITIONS**

Motion made by Councillor M. Cassidy and seconded by Councillor M. Salih to Approve receipt and referral of the following communications, as noted on the Added Agenda:

1. Genet Hodder, 200 Mayfair Drive - 661-667 Talbot Street (Z-8659)  
  
(Refer to the Planning and Environment Committee Stage for Consideration with Clause 12 of the 20th Report of the Planning and Environment Committee )
2. (ADDED) E. Di Trolio and A .M. Valastro, North Talbot Neighbourhood Association - 661-667 Talbot Street (Z-8659)  
  
(Refer to the Planning and Environment Committee Stage for Consideration with Clause 12 of the 20th Report of the Planning and Environment Committee )
3. (ADDED) J. Hunten, 253 Huron Street - 4100 Glanworth Drive - Request for Demolition  
  
(Refer to the Planning and Environment Committee Stage for Consideration with Clause 10 of the 20th Report of the Planning and Environment Committee )

Motion Passed

YEAS: M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (12)

## **VII MOTIONS OF WHICH NOTICE IS GIVEN**

1. Expanded London Police Services Board – Additional City Council Appointment

Motion made by Councillor M. Cassidy and seconded by Councillor S. Turner to Approve that pursuant to section 11.3 of the Council Procedure By-law, leave be given to bring forward a motion having to do with an appointment to the expanded London Police Services Board.

At 7:59 PM Councillor B. Armstrong enters the meeting.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor M. Salih and seconded by Councillor J. Helmer to Approve that Councillor Mo Salih BE APPOINTED to serve as the Municipal Council's representative on the London Police Services Board for a term commencing concurrent with the appointment of the yet-to-be-named provincial appointee, and ending on November 30, 2018.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

## VIII REPORTS, CONTINUED

16th Report of the Civic Works Committee  
Councillor M. van Holst presents.

Motion made by Councillor M. van Holst to Approve clauses 1 to 29, excluding clauses 6, 9 and 15.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that the following pecuniary interests were disclosed:

- a) Councillor V. Ridley disclosed a pecuniary interest in clause 15 i) of this Report having to do with the Municipal Green House Gas (GHG) Challenge Fund Applications, by indicating that her spouse is employed in the energy industry, which could be directly impacted.
- b) Councillor P. Squire disclosed a pecuniary interest in clause 7 of this Report, having to do with the 2017 Grosvenor Street Infrastructure Renewal Project Update, by indicating that he resides on this street.

### 2. Veterans Memorial Parkway Community Program for Landscape Enhancements Final Report

That the staff report dated October 24, 2017 BE REFERRED back to the Managing Director, Planning and City Planner for additional consideration and report back at a future meeting of the Civic Works Committee. (2017-T04)

### 3. Highway 401 Overpass at Pond Mills Road - Structure Expansion Agreement (Relates to Bill No. 628)

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Highway 401 overpass structure at Pond Mills Road:

- a) the proposed by-law appended to the staff report dated October 24, 2017 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017 to:
  - i) authorize and approve an Agreement (Schedule A) between Her Majesty the Queen In Right of the Province of Ontario, Represented by the Minister of Transportation for the Province of Ontario (MTO) and The Corporation of the City of London for the construction of Highway 401 over the City's road known as Pond Mills, substantially in the form ~~attached~~ and as approved by the City Solicitor;
  - ii) authorize the Mayor and the City Clerk to sign the agreement authorized and approved in i), above; and,
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2017-T04)

### 4. Wilton Grove Road Improvements - Detailed Design and Tendering - Appointment of Consulting Engineer

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Wilton Grove Road Improvements Project:

- a) Parsons Incorporated BE APPOINTED Consulting Engineers for the detailed design and tendering for the project at an upset amount of \$393,414.00, excluding H.S.T., in accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the Consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including Hydro One Network Inc. - related agreements, if required, to give effect to these recommendations. (2017-T04)

#### 5. Public Transit Infrastructure Fund - Project Modifications

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Public Transit Infrastructure Fund Project Modifications:

- a) the list of project values being revised under the Public Transit Infrastructure Fund (PTIF) Phase One BE RECEIVED for information; and,
- b) the Civic Administration BE AUTHORIZED to adjust the Multi-Year Capital Budget to reflect the approved PTIF modifications. (2017-T10)

#### 7. Clean Water and Wastewater Fund - 2017 Grosvenor Street Infrastructure Renewal Project Update

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated October 24, 2017 with respect to the Clean Water and Wastewater Fund - 2017 Grosvenor Street Infrastructure Renewal Project Update BE RECEIVED for information. (2017-E01)

#### 8. Clean Water and Wastewater Fund - Large Diameter Watermain Inspection - Elgin Pipeline

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Large Diameter Watermain Inspection, Elgin Pipeline:

- a) the bid submitted by Echologics Engineering Limited, in the amount of \$1,093,302.00, excluding H.S.T., BE AWARDED in accordance with Section 15.2 (e) 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 appended to the staff report dated October 24, 2017 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; 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. (2017-E08)

#### 10. Bulk Water Station Access Terminal Upgrades

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the Bulk Water Station Terminal Upgrades project:

- a) a proposal submitted by Flowpoint Environmental Systems, in the amount of \$218,773.84, excluding H.S.T., to supply, install, and commission eight new bulk water station access terminals BE ACCEPTED, in accordance with section 12.2(b) of The Corporation of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED from the current available budget as set out in the Sources of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the work to be done relating to this

project; 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. (2017-E08)

11. Phase 1 Implementation Of Cityworks CMMS Solution For Water, Sewer and Stormwater Infrastructure

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the procurement of the Computerized Maintenance Management System (CMMS) – Cityworks - Esri Canada Ltd. to support operational activities, including field work in the City of London:

- a) the funding for Phase 1 Implementation of Cityworks CMMS Solution for Water, Sanitary and Stormwater Infrastructure, at an estimated price of \$1,985,400.00, excluding H.S.T., BE APPROVED, it being noted that:
- i) \$1,244,400.00 is for capital costs as set out in the Source of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'A'; and,
  - ii) \$741,000.00 (\$247,000.00 per year) is for software licenses over three (3) years which is funded from the Operating Budget;
- b) the Civic Administration BE DIRECTED to proceed with Phase 1 of the CMMS project, in accordance with the Procurement of Goods and Services Policy;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the purchase and implementation of the Phase 1 of the CMMS project;
- d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, service agreement(s) or having a purchase order, or contract record relating to the subject matter of this approval; and,
- e) the outcome of the Discovery Phase BE RECEIVED for information, and the Strategic Plan Dashboard BE UPDATED accordingly. (2017-E03)

12. Updates - Blue Box Program Plan Amendment and Waste Free Ontario Act

That, on the recommendation of the Director, Environment, Fleet and Solid Waste, the updates on the proposed Blue Box Program Plan Amendment and Waste Free Ontario Act BE RECEIVED for information. (2017-E07)

13. Guiding Principles – Resource Recovery and Residual Waste Disposal Strategies

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Waste Management Working Group, the following Guiding Principles for the development of London's long-term Resource Recovery Strategy and Residual Waste Disposal Strategy BE APPROVED:

- Be Socially Responsible;
- Ensure Financial Sustainability;
- Ensure Impacts of Residual Waste Disposal are Minimized;
- Ensure Responsibility for Waste Management;
- Implement more Resource Recovery Solutions;
- Make the Future System Transparent;
- Make Waste Reduction the First Priority;
- Prioritize our Community's Health and Environment;
- Support Development of Business (contractual) Partnerships;
- Support Development of Community Partnerships; and,
- Work to Mitigate Climate Change Impacts. (2017-E07)

14. Residual Waste Disposal Strategy Scope of Work as Part of the Environmental Assessment Process

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Waste Management Working Group, the following parameters that define the scope of work for the Residual Waste Disposal Strategy, including the proposed expansion to the W12A Landfill, as part of the Environmental Assessment process BE APPROVED:

- a) the study period for the Residual Waste Disposal Strategy will be 25 years beyond the current approved capacity of the W12A Landfill of 2025, ending in 2050;
- b) the maximum annual amount of waste that will be allowed to be landfilled will be reduced from the currently approved amount of 650,000 tonnes per year to 500,000 tonnes per year;
- c) the service area will include the City of London, Elgin County, Huron County, Lambton County, Middlesex County, Perth County and local First Nation Communities; it being noted that the City of London Municipal Council will have the authority to determine which, if any, municipalities or businesses outside of London are allowed to use any City residual waste disposal facility or facilities in the future; and,
- d) the W12A Landfill expansion be sized assuming the residential waste diversion rate is 60% by 2022; it being noted that this does not prevent increasing London's residential waste diversion rate above 60% between 2022 and 2050. (2017-E07)

16. Landfill Gas Utilization – Update on Feed-In Tariff (FIT) Program Application for a 500kw Landfill Gas Power Plant & Request for Authorization to Execute Feed in Tariff (FIT) Contract

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, on the advice of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the development of a 500 kilowatt (kW) Power Plant at the W12A Landfill:

- a) the proposed by-law appended to the staff report dated October 24, 2017 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held October 30, 2017 to:
  - i) authorize and approve the standard Feed-In Tariff Contract (FIT Contract) substantially in the form of as approved by the City Solicitor;
  - ii) authorize the Mayor and the City Clerk to execute the Agreement on the City's behalf once the official offer notice is received from the Independent Electricity System Operator; and,
  - iii) delegate authority to the Managing Director, Environmental and Engineering Services and City Engineer, or their written designate, to execute all documents as required as part of obtaining a Renewable Energy Approval and a Connection Agreement with the local power distribution company (London Hydro);
- b) the Director, Environment, Fleet and Solid Waste BE AUTHORIZED to issue a Request for Proposals (RFPs) for the Design, Build and Operation of a 500 kW Power Plant at the W12A Landfill Site; it being noted that the revenue over the life of the Power Plant will cover all costs (e.g., technical consultant, City project manager, capital costs, operating costs) and generate a surplus;
- c) the Managing Director, Environmental and Engineering Services and City Engineer BE AUTHORIZED to allocate \$75,000.00 per year for four years to partially offset the cost of a senior contract employee to manage the development, approval and implementation of the 500 kW Power Plant and related capital projects;
- d) the financing for the work identified in c), above, BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'B'; and,
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work. (2017-E17)

17. Appointment of Consulting Engineer - Mornington Area Storm Drainage Servicing Environmental Assessment

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a consulting engineer for the Mornington Area Storm Drainage Servicing Environmental Assessment project:

- a) Stantec Consulting BE APPOINTED consulting engineers in accordance with the estimate, on file, at an upset amount of \$129,467.00, including 10% contingency, excluding H.S.T., based upon the Fee Guideline for Professional Engineering Services, recommended by the Ontario Society of Professional Engineers; and in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2017-E03)

18. Vauxhall Wastewater Treatment Plant Flood Protection Construction Tender Award

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the tender award for the construction of the Vauxhall Wastewater Treatment Plant (WWTP) Flood Protection;

- a) the price submitted by H.I.R.A. Limited, of \$4,315,844.00, excluding H.S.T., to construct the Vauxhall Wastewater Treatment Plant flood protection measures and effluent pumping station BE ACCEPTED;
- b) the financing for these acquisitions BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the work to be done with respect to this project; 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. (2017-E03)

19. Basement Flooding Grant Program By-Law Amendment (Relates to Bill No. 630)

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law appended to the staff report dated October 24, 2017 as Appendix 'A' BE INTRODUCED at the Municipal Council Meeting to be held on October 30, 2017 to amend the Basement Flooding Grant Program By-law (By-law A.-7562-160), by deleting Schedule 'A' and replacing it with the updated Schedule 'A'. (2017-D03/F11A)

20. Emergency Work - Birchwood Drive & Meadowvale Drive - Sanitary Sewer and Private Drain Connection Failures

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the sanitary sewer and private drain connection failures on Birchwood Drive and Meadowvale Drive:

- a) the staff report dated October 24, 2017, with respect to emergency work on the sanitary sewer and private drain connection on Birchwood Drive and Meadowvale Drive, BE RECEIVED for information; and,
- b) the Managing Director, Environmental and Engineering Services and City Engineer BE DIRECTED to reimburse those property owners on Birchwood Drive and Meadowvale Drive who have incurred costs to date related to the inspection of their private drain connection or the replacement of their private drain connection through the City's subsidy program. (2017-E12)

21. 7th Report of the Rapid Transit Implementation Working Group

That the 7th Report of the Rapid Transit Implementation Working Group, from its meeting held on October 12, 2017, BE RECEIVED.

22. National Zero Waste Council

That the following actions be taken in connection with the National Zero Waste Council (NZWC):

- a) the NZWC BE ADVISED that the Municipal Council supports the City of London's participation in the work of the NZWC as the Vision, Mission, Guiding Principles and Strategic Directions of NZWC are consistent with the programs, policies and actions being undertaken in the City of London with respect to waste reduction, resource recovery and minimizing final disposal of waste; and,
- b) the Director, Environment, Fleet and Solid Waste BE DIRECTED to submit a copy of the Municipal Council resolution noted in a), above, together with an overview of how the City of London demonstrates a commitment to waste prevention and reduction, to the NZWC, in order to fulfill the requirements for the City of London's participation in the work of the NZWC.

23. Motion to Lift Watering Restrictions

That it BE NOTED that a motion to direct staff to report back at a future meeting of the Civic Works Committee with a proposed amendment to By-law W-8 "Regulation of Water Supply in the City of London" to remove limitations on the external use of water during the months of June, July and August failed. (2017-P01)

24. 8th Report of the Transportation Advisory Committee

That the following actions be taken with respect to the 8th Report of the Transportation Advisory Committee (TAC) from its meeting held September 26, 2017:

- a) that support in the amount of \$150.00 from the 2017 TAC budget for the Advisory Committee on the Environment (ACE) Resilient Cities Conference BE APPROVED; it being noted that the communication dated September 14, 2017 from S. Ratz, Chair of the ACE, was received; and,
- b) clauses 1 to 5 and 7 to 14, BE RECEIVED.

25. 3rd Report of the Waste Management Working Group

That the following actions be taken with respect to the 3rd Report of the Waste Management Working Group (WMWG) from its meeting held September 28, 2017:

- a) that, on the recommendation of the Director, Environment, Fleet and Solid Waste, the following Guiding Principles for the development of London's Resource Recovery Strategy and Residual Waste Disposal Strategy BE SUPPORTED:
  - i) Be Socially Responsible;
  - ii) Ensure Financial Sustainability;
  - iii) Ensure Impacts of Residual Waste Disposal are Minimized;
  - iv) Ensure Responsibility for Waste Management;
  - v) Implement More Resource Recovery Solutions;
  - vi) Make the Future System Transparent;
  - vii) Make Waste Reduction the First Priority;
  - viii) Prioritize our Community's Health and Environment;

- ix) Support Development of Business (contractual) Partnerships;
- x) Support Development of Community Partnerships; and,
- xi) Work to Mitigate Climate Change Impacts;

it being noted that the ~~attached~~ presentation from the Director, Environment, Fleet and Solid Waste, was received;

- b) that, on the recommendation of the Director, Environment, Fleet and Solid Waste, the following key parameters that define the scope of work for the Residual Waste Disposal Strategy as part of the Environmental Assessment process BE SUPPORTED:
  - i) the study period for the Residual Waste Disposal Strategy will be 25 years beyond the current approved capacity of the W12A Landfill of 2025, ending in 2050;
  - ii) the maximum annual amount of waste that will be allowed to be landfilled be reduced from the currently approved amount of 650,000 tonnes per year to 500,000 tonnes per year;
  - iii) the service area include the City of London, Elgin County, Huron County, Lambton County, Middlesex County, Perth County and local First Nation Communities; it being noted that the City of London Council will have the authority to determine which, if any, municipalities or businesses outside of London are allowed to use any City residual waste disposal facility or facilities in the future;
  - iv) the W12A Landfill expansion be sized assuming the residential waste diversion rate is 60% by 2022 noting this does not prevent increasing London's residential waste diversion rate above 60% between 2022 and 2050;

it being noted that the ~~attached~~ presentation from the Director, Environment, Fleet and Solid Waste, was received.; and,

- c) clauses 1 and 4 to 8, BE RECEIVED.

#### 26. 9th Report of the Cycling Advisory Committee

That the 9th Report of the Cycling Advisory Committee from its meeting held on September 20, 2017, BE RECEIVED.

#### 27. Deferred Matters List

That the following actions be taken with respect to the Civic Works Committee (CWC) Deferred Matters List, as at October 3, 2017:

- a) Item 2 BE REMOVED; it being noted that this Item was dealt with at the Planning and Environment Committee held September 25, 2017;
- b) Item 7 BE REMOVED; it being noted that this Item was dealt with at the Civic Works Committee held September 26, 2017;
- c) Items 3, 9 and 15 BE AMENDED to reflect the expected reply date of the 1st Quarter of 2018;
- d) Items 7, 8, 10, and 11 BE AMENDED to reflect the expected reply date of the 2nd Quarter of 2018; and,
- e) the Deferred Matters List, as amended above, BE RECEIVED.

#### 28. Springbank Dam: Status of Funding and Legal Settlement Money

That the communication dated October 23, 2017 from the Director, Water and Wastewater, with respect to Springbank Dam and the status of funding and legal settlement money, BE RECEIVED. (2017-F11/E21)



## 29. Damage to Irrigation Systems

That it BE NOTED that Councillor V. Ridley enquired about the process for providing notice to homeowners for construction, tree planting, etc. in order to avoid future damage to irrigation systems. The Director of Roads and Transportation advised that they will review current practices and make an effort to be more consistent in the written notice process.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor M. van Holst to Approve clause 6.

## 6. Amendments to the Traffic and Parking By-law (Relates to Bill No. 633)

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law appended to the staff report dated October 24, 2017 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017, for the purpose of amending the Traffic and Parking By-law (PS-113). (2017-T08)

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor M. van Holst to Approve clause 9.

## 9. Intelligent Transportation System - Appointment of Consulting Engineer

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Intelligent Transportation System project:

- a) LEA Consulting Limited, BE APPOINTED consulting engineers to complete the project, in the amount of \$135,860.00, excluding H.S.T., in accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated October 24, 2017 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the Consultant for the work; 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. (2017-A05)

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor M. van Holst to Approve clause 15.

## 15. Municipal Greenhouse Gas (GHG) Challenge Fund Proposed Applications

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Municipal Greenhouse Gas (GHG) Challenge Fund:

- a) the information about the Province of Ontario's Municipal GHG Challenge Fund BE RECEIVED;

- b) the applications for the following five projects BE ENDORSED for submission to the Municipal GHG Challenge Fund:
- i) the renewable natural gas (RNG) production from the landfill gas collection system at the W12A landfill;
  - ii) the Vehicle fleet greening, specifically refueling and vehicle maintenance facility infrastructure required to support future compressed natural gas waste fleet vehicles;
  - iii) the building energy retrofits and asset renewal, including building automation and lighting retrofits;
  - iv) the wastewater treatment plant process upgrades, including waste heat recovery for power generation, sludge thickening to reduce transportation fuel use, and aeration blower replacement;
  - v) the bike share system for London, including capital costs for bicycles, bike share stations, and program marketing and promotion; and,
- c) the Managing Director, Environmental and Engineering Services and City Engineer BE DIRECTED to report back to the Civic Works Committee on the outcome of the Municipal GHG Challenge Fund applications including, where applicable, final business cases or other financial or environmental benefit details prior to final approval of the projects. (2017-F11)

The motion to Approve clause 15, excluding part b) ii) is put.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

The motion to Approve part b) ii) is put.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park (12)

RECUSE: V. Ridley (1)

20th Report of the Planning and Environment Committee (continued)  
Councillor T. Park presents.

Motion made by Councillor T. Park to Approve clauses 1 to 5, and clauses 8 and 9.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. 9th Report of the Advisory Committee on the Environment

That, the following actions be taken with respect to the 9th Report of the Advisory Committee on the Environment from its meeting held on October 4, 2017:

- a) the Acting Division Manager, Stormwater Engineering BE ADVISED that the Advisory Committee on the Environment (ACE) strongly recommends that the Springbank Dam not be reinstated based on information the ACE received in the presentation with respect to the One River Master Plan Environmental Assessment Study from A. Rammeloo, Acting Division Manager, Stormwater Engineering;
- b) J. Ramsay, Project Manager, Rapid Transit, BE ADVISED that Robyn Harvey will represent the Advisory Committee on the Environment (ACE) on the Municipal Advisory Group related to Rapid Transit; it being noted that M. Bloxam will act as an alternate representative for the ACE on the Advisory Group;
- c) the proposed contribution from the Advisory Committee on the Environment (ACE) to the Resilient Cities Conference BE INCREASED from \$1000.00 to up to \$1500.00; it being noted that there are sufficient funds within the 2017 ACE budget to accommodate this; and,

d) clauses 1, 3, 4, 6 to 9 and 11, BE RECEIVED.

3. 12th Report of the London Advisory Committee on Heritage

That, the following actions be taken with respect to the 12th Report of the London Advisory Committee on Heritage from its meeting held on October 11, 2017:

- a) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the application made under Section 42 of the Ontario Heritage Act to erect a new building on the property located at 471-473 Elizabeth, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated October 11, 2017 with respect to this matter, subject to the condition that the Heritage Alteration Permit is displayed in a location visible from the street until the work is completed and subject to consideration of the added condition that the front vent be replaced with a faux window in keeping with the streetscape; it being noted that the ~~attached~~ presentation from L. Dent, Heritage Planner, with respect to this matter was received;
- b) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the request by the Roman Catholic Diocese of London to repeal By-law No. L.S.P.-3319-198, being a By-law to designate 1040 Waterloo Street to be of historical and architectural value, and for the passage of a new designating by-law:
  - i) Notice of Municipal Council's intention to pass a by-law to Repeal By-law No. L.S.P.-3319-198, being a By-law to designate 1040 Waterloo Street to be of historical and architectural value, BE GIVEN in accordance with the requirements of Sections 32(2) of the Ontario Heritage Act, R.S.O. 1990, c.O. 18;
  - ii) Notice of Municipal Council's intention to designate the property located at 1040 Waterloo Street to be of cultural heritage value or interest as outlined in appendix D of the staff report dated October 11, 2017 with respect to this matter BE GIVEN in accordance with the requirements of Sections 29(1) of the Ontario Heritage Act, R.S.O. 1990, c.O. 18; and,
  - iii) Aquinas House (1071 Colborne Street) and the London Diocesan Centre (1070 Waterloo Street) BE ADDED to the Register (Inventory of Heritage Resources);

it being noted that, should no objections be received, the repeal of the existing designating by-law and passage of the new designating by-law will occur when the legal description of the new property is finalized; it being further noted that the presentations appended to the 12th Report of the LACH from J. Yanchula, Manager, Urban Regeneration and R. Zelinka and H. Garrett, Zelinka Priamo Ltd., with respect to this matter were received;

- c) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the request for demolition of a heritage listed property located at 4100 Glanworth Drive:
  - i) 4100 Glanworth Drive BE REMOVED from the *Inventory of Heritage Resources* (the Register); and,
  - ii) the Chief Building Official BE ADVISED that the Municipal Council consents to the requested demolition of this property; and,

it being noted that the presentation appended to the 12th Report of the London Advisory Committee on Heritage from L. Dent, Heritage Planner, with respect to this matter, was received; and,

d) clauses 1, 4 to 7, 9 to 12, BE RECEIVED.

4. Revised Land Acquisition Terms - North Lambeth P9 Stormwater Management Facility (39T-12503)

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the land acquisition terms for the North Lambeth P9 Stormwater Management Facility:

- a) the applicant BE ADVISED that Development Finance has revised the land acquisition terms for the North Lambeth P9 Stormwater Management Facility appended to the staff

report dated October 23, 2017, as Appendix 'A'; and,

- b) the financing for land acquisition associated with the North Lambeth P9 Stormwater Management Facility 39T-12503 BE APPROVED as set out in the Source of Financing Report appended to the staff report dated October 23, 2017, as Appendix 'D';

it being noted that the subdivision agreement approved on May 8, 2017 will be amended to reflect the changes identified above. (2017-L07)

5. Property located at 379 Sunningdale Road East - Appeals to the Ontario Municipal Board (39T-16504/OZ-8639)

That, on the recommendation of the Senior Planner, Development Services, in response to appeals to the Ontario Municipal Board, dated May 24, 2017 submitted by Corlon Properties (Dave Schmidt on behalf of Sunningdale Golf & Country Ltd.), on the basis of a non-decision by the City of London Approval Authority within 180 days relating to a draft plan of subdivision application and a non-decision by the Municipal Council within 120 days relating to an Official Plan Amendment and Zoning By-law Amendment applications concerning a portion of lands located at 379 Sunningdale Road:

- a) the Ontario Municipal Board BE ADVISED that the Municipal Council recommends that the request to amend the Official Plan from Multi-Family Medium Density Residential to Multi-Family, High Density Residential BE REFUSED as the requested change for Multi-Family, High Density designation over the entire site is unwarranted and generally not consistent with the policies within the Plan;
- b) the Ontario Municipal Board BE ADVISED that the Municipal Council supports draft approval (as red-lined amended) of the proposed plan of subdivision and the draft conditions appended to the staff report dated October 23, 2017 as Appendix "A", submitted by Sunningdale Golf & Country Ltd. (File No. 39T-16504), which shows four residential blocks (Blocks 1, 2, 3 and 4), an open space block (Block 5) and office/residential block (Block 6) with local public streets (including the extensions of Callaway Road to the west and Meadowlands Way to the north);
- c) the Ontario Municipal Board BE ADVISED that the Municipal Council recommends that the proposed by-law appended to the staff report dated October 23, 2017 as Appendix "B" for the Official Plan BE AMENDED to add a Specific Area Policy(Chapter 10) to permit a maximum density of 35 units per hectare on Blocks 1,2 and 6; a maximum density of 150 units per hectare and maximum height of ten(10) stories on blocks 3 and 4; street oriented development to be encouraged to provide for a strong street edge and to eliminate the need for noise walls; a graduated "step down" of the building height for Block 3; surface parking discouraged along Sunningdale Road with street frontages to establish a strong building/street interface; and holding provisions to guide the layout and form of future development;
- d) the Ontario Municipal Board BE ADVISED that the Municipal Council recommends that the proposed by-law appended to the staff report dated October 23, 2017 as Appendix "C" of Zoning By-law No. Z.-1 BE AMENDED in conformity with the Official Plan as amended in part c) above FROM an Open Space (OS1) Zone, a holding Open Space (h-4.OS1) Zone and an Urban Reserve (UR4) Zone TO:
- a Holding Residential R9 Special Provision (h.h-100.h-53.R9-7( )) Zone to permit apartment buildings with ten (10) storeys at a maximum density of 150 units per hectare;
  - a Holding Residential R5/R6 Special Provision (h.h-100.h-53.R5-3( )/R6-5( )) Zone to facilitate vacant land condominiums and to support medium density residential uses such as cluster single detached dwellings, semi-detached dwellings, stacked townhouses, apartment buildings and senior citizen apartment buildings at a maximum density of 35 units per hectare, and a maximum building height of 13 metres (42.6 feet);
  - a Holding Office/Residential Special Provision (h.h-100.h-53.R5-3( )/R6-5( )/OF1) Zone to permit an office building and or medium density residential uses at a maximum density of 35 units per hectare, and a maximum building height of 13 metres (42.6 feet);
  - an Open Space OS1 Special Provision (OS1( )) Zone to permit a block for access to the golf course to the north with a reduced lot frontage and lot area; and,
  - an Open Space (OS4) Zone for the Medway Valley lands being dedicated to the

City;

it being noted that the holding provisions will address the following:

- (h) - holding provision is implemented to address servicing, including sanitary, stormwater and water, to the satisfaction of the City Engineer, and the entering of a subdivision agreement;
  - (h-100) - holding provision is implemented with respect to water services and appropriate access that no more than 80 units may be developed until a looped watermain system is constructed and there is a second public access is available, to the satisfaction of the City Engineer; and,
  - (h-53) - to encourage street oriented development and discourage noise attenuation walls along arterial roads;
- e) the City Solicitor BE DIRECTED to provide legal and planning or expert witness representation at the Ontario Municipal Board hearing in support of Municipal Council's position; and,
- f) the delegation request dated October 19, 2017, by D.R. Schmidt, Development Manager, Sunningdale, with respect to this matter BE DENIED. (2017-L01)
8. Property located at a portion of 2350 Dundas Street (H-8823) (Relates to Bill No. 637)

That, on the recommendation of the Senior Planner, Development Services, based on the application of 2298342 Ontario Inc., relating to the property located on a portion of 2350 Dundas Street, the proposed by-law appended to the staff report dated October 23, 2017 BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning FROM a Holding Highway Service Commercial/Restricted Service Commercial (h-11\*HS1/HS4/RSC2/RSC3/RSC4/RSC5) Zone TO a Highway Service Commercial/Restricted Service Commercial (HS1/HS4/RSC2/RSC3/RSC4/RSC5) Zone to remove the "h-11" holding provision. (2019-D09)

9. Building Division Monthly Report for August 2017

That the Building Division Monthly Report for the month of August, 2017 BE RECEIVED.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor T. Park to approve clause 6.

6. Property located at 420 Fanshawe Park Road East - Notice of Appeal to the Ontario Municipal Board

That, on the recommendation of the Managing Director, Planning and City Planner, in response to the letter of appeal to the Ontario Municipal Board, received July 4, 2017, submitted by Lorrie Bristol, relating to the Official Plan and Zoning By-law Amendment OZ-8624 concerning 420 Fanshawe Park Road East, the Ontario Municipal Board BE ADVISED that the Municipal Council has reviewed its decision relating to this matter and sees no reason to alter it. (2017-D09)

Motion made by Councillor T. Park and seconded by Councillor J. Helmer to Approve that clause 6 be amended to read as follows:

"That the report of the Managing Director, Planning and City Planner, dated October 23, 2017 and entitled "Property located at 420 Fanshawe Park Road East – Notice of Appeal to the Ontario Municipal Board", in response to the letter of appeal to the Ontario Municipal Board received July 4, 2017, submitted by Lorrie Bristol, relating to the Official Plan and Zoning By-law Amendment OZ-8624 concerning 420 Fanshawe Park Road East, BE RECEIVED for information; it being noted that the appeals to the Ontario Municipal Board regarding these matters have been withdrawn."

## Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor T. Park and seconded by Councillor J. Helmer to Approve clause 6, as amended.

## Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Clause 6, as amended, reads as follows:

That the report of the Managing Director, Planning and City Planner, dated October 23, 2017 and entitled "Property located at 420 Fanshawe Park Road East – Notice of Appeal to the Ontario Municipal Board", in response to the letter of appeal to the Ontario Municipal Board received July 4, 2017, submitted by Lorrie Bristol, relating to the Official Plan and Zoning By-law Amendment OZ-8624 concerning 420 Fanshawe Park Road East, BE RECEIVED for information; it being noted that the appeals to the Ontario Municipal Board regarding this matter has been withdrawn.

Motion made by Councillor T. Park to Approve clause 7.

7. Property located at 1635 Brayford Avenue (H-8832) (Relates to Bill No. 636)

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the application by Nicola Vecchio, relating to lands located at 1635 Brayford Avenue, comprising Lot 18 Registered Plan No. 33M-714:

- a) the proposed by-law appended to the staff report dated October 23, 2017 BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the lands FROM a Holding Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the holding (h-37) provision; and,
- b) the Managing Director, Planning and City Planner, BE DIRECTED to initiate an amendment to the Zoning By-law to remove the holding (h-37) provision from the remaining lots (Lots 1-17) within Registered Plan No. 33M-714;

it being noted that the Planning and Environment Committee reviewed and received a communication dated October 17, 2017, from N. Sharma, ENG Plus, with respect to this matter. (2017-D09)

Motion made by Councillor T. Park and seconded by Councillor A. Hopkins to Approve that clause 7 be amended to read as follows:

"That, on the recommendation of the Senior Planner, Development Services, with respect to the application by Nicola Vecchio, relating to lands located at 1635 Brayford Avenue, comprising Lot 18, Plan No. 33M-714, the proposed by-law appended to the staff report dated October 23, 2017 BE INTRODUCED at the Municipal Council Meeting to be held on October 30, 2017 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the lands FROM a Holding Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the holding (h-37) provision; it being noted that the Planning and Environment Committee reviewed and received a communication dated October 17, 2017, from N. Sharma, ENG Plus, with respect to this matter. (2017-D09)"

## Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Motion made by Councillor T. Park and seconded by Councillor M. Cassidy to Approve clause 7, as amended

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park (13)

Clause 7, as amended, reads as follows:

That, on the recommendation of the Senior Planner, Development Services, with respect to the application by Nicola Vecchio, relating to lands located at 1635 Brayford Avenue, comprising Lot 18, Plan No. 33M-714, the proposed by-law appended to the staff report dated October 23, 2017 BE INTRODUCED at the Municipal Council Meeting to be held on October 30, 2017 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the lands FROM a Holding Residential R1 (h-37\*R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the holding (h-37) provision; it being noted that the Planning and Environment Committee reviewed and received a communication dated October 17, 2017, from N. Sharma, ENG Plus, with respect to this matter. (2017-D09)

Motion made by Councillor T. Park to Approve clause 10.

10. Property located at 4100 Glanworth Drive - Request for Demolition

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, with respect to the request for the demolition of a heritage listed property located at 4100 Glanworth Drive, the following actions be taken:

- a) 4100 Glanworth Drive BE REMOVED from the Inventory of Heritage Resources (the Register); and,
- b) the Chief Building Official BE ADVISED that Municipal Council consents to the requested demolition on this property;

it being pointed out that at the public participation meeting associated with this matter, the individual indicated on the ~~attached~~ public participation meeting record made an oral submission regarding these matters. (2017-R01)

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, T. Park (9)

NAYS: A. Hopkins, V. Ridley, S. Turner, H.L. Usher (4)

Motion made by Councillor M. Cassidy to Approve clause 12.

12. Properties located at 661-667 Talbot Street (Z-8659) (Relates to Bill No. 638)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of Drewlo Holdings Inc., relating to the properties located at 661 and 667 Talbot Street:

- a) the proposed by-law appended to the Planning and Environment Committee Added Agenda dated October 23, 2017 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R3/Residential R10/Office Conversion (R3-1/R10-3\*H30/OC4) Zone TO a Residential R3/Residential R10 Bonus (R3-1/R10-3\*H30\*B(\_)) Zone and an Open Space (OS4) Zone;

it being noted that the Bonus Zone shall be implemented through a development agreement to facilitate the development of a high quality, multi-storey residential apartment building, with an increased building height of up to sixteen (16) storeys (49.5m) and a maximum of 236 dwelling units (403 units per hectare), which substantively implements the Site Plan, Elevations, and Renderings ~~attached~~ as Schedule "1" to the amending by-law in return for the provision of the following services, facilities and matters:

- i) Exceptional Building Design
- specifically the building design shown in the various illustrations contained in Schedule "1" of the amending by-law, is being bonused for features which serve to support the City's objectives of promoting a high standard of design for buildings;
- ii) Overall Design
- a contemporary architectural design that uses a coordinated palette of high quality materials to be further refined through the site plan approval process, including the use of brick along the Talbot Street frontage of the building for the first 3-storeys to ensure the building is in keeping with the character of the area;
- iii) Podium Base Design
- A) a podium base up to 3-storeys in height to provide a pedestrian-friendly scale at ground-level and a continuous street-wall façade along the easterly (Talbot Street) façade;
- B) a stepback after the first 3-storeys along Talbot Street providing a pedestrian scale that is in keeping with the character of the buildings to the south and east.
- iv) Tower Design
- a building design that breaks up the massing of the building by providing multiple height variations and architectural details to respond to the surrounding community; and,
- v) Parking Strategy
- the provision of two levels of underground parking;
- b) the Site Plan Approval Authority BE REQUESTED to consider the implementation of the facilities, services and matters described in clause a) above through the site plan approval process, as well as ensuring that the proposal provides for an adequate amenity area that is appropriately shaped, configured and located to provide respite for the occupants;
- c) the proposed by-law appended to the staff report dated October 23, 2017 as Appendix "B" BE INTRODUCED at a future Council meeting, to amend The London Plan by ADDING new policies to the Neighbourhoods Place Type and ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan and that three readings of the by-law enacting The London Plan amendments BE WITHHELD until such time as The London Plan is in force and effect; and,
- d) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the regulation for building height:
- i) is minor in nature, and;
- ii) continues to implement a building design that is consistent with the development design circulated with the Notices of Application and Public Meeting;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated October 20, 2017 from AM. Valastro, 1-133 John Street; including a petition signed by approximately 268 individuals;
- a communication dated August 29, 2016 from R. Heacock, 169 John Street; and,
- a communication dated August 29, 2016 from T. and H Chapman, 152 Albert Street;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;



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 2014;
- the recommended amendment is consistent with the City of London Official Plan policies;
- the recommended amendment facilitates the redevelopment of an underutilized site and encourages an appropriate form of development;
- the bonusing of the subject site ensures the building form and design will fit within the surrounding area and provide for an enhanced design standard; and,
- the proposed use is contemplated through the London Plan with a minor variation in height being required. (2017-D09)

Motion made by Councillor M. Cassidy and seconded by Councillor S. Turner to Approve clause 12 a) be amended to read as follows:

- “a) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R3/Residential R10/Office Conversion (R3-1/R10-3\*H30/OC4) Zone TO a Residential R3/Residential R10 Bonus (R3-1/R10-3\*H30\*B(\_)) Zone and an Open Space (OS4) Zone;

it being noted that the Bonus Zone shall be implemented through a development agreement to facilitate the development of a high quality, multi-storey residential apartment building, with an increased building height of up to sixteen (16) storeys (49.5m) and a maximum of 236 dwelling units (403 units per hectare), which substantively implements the Site Plan, Elevations, and Renderings ~~attached~~ as Schedule “1” to the amending by-law in return for the provision of the following services, facilities and matters:

i) Exceptional Building Design

specifically the building design shown in the various illustrations contained in Schedule “1” of the amending by-law, is being bonused for features which serve to support the City’s objectives of promoting a high standard of design for buildings;

ii) Overall Design

a contemporary architectural design that uses a coordinated palette of high quality materials to be further refined through the site plan approval process, including the use of brick along the Talbot Street frontage of the building for the first 3-storeys to ensure the building is in keeping with the character of the area;

iii) Podium Base Design

- A) a podium base up to 3-storeys in height to provide a pedestrian-friendly scale at ground-level and a continuous street-wall façade along the easterly (Talbot Street) façade;
- B) a stepback after the first 3-storeys along Talbot Street providing a pedestrian scale that is in keeping with the character of the buildings to the south and east.

iv) Tower Design

a building design that breaks up the massing of the building by providing multiple height variations and architectural details to respond to the surrounding community; and,

v) Parking Strategy

the provision of two levels of underground parking;”

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

NAYS: T. Park (1)

RECUSED: J. Morgan (1)

Motion made by Councillor M. Cassidy and seconded by Councillor J. Helmer to Approve clause 12, as amended.

At 8:45 PM Councillor M. Salih leaves the meeting.

At 8:54 PM, His Worship the Mayor places Councillor P. Hubert in the Chair, and takes a seat at the Council Board.

At 8:57 PM, His Worship the Mayor resumes the Chair, and Councillor P. Hubert takes his seat at the Council Board.

The motion to approve clause 12, as amended, is put.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, V. Ridley, H.L. Usher (8)

NAYS: A. Hopkins, S. Turner, T. Park (3)

RECUSED: J. Morgan (1)

Clause 12, as amended, reads as follows:

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of Drewlo Holdings Inc., relating to the properties located at 661 and 667 Talbot Street:

- a) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R3/Residential R10/Office Conversion (R3-1/R10-3\*H30/OC4) Zone TO a Residential R3/Residential R10 Bonus (R3-1/R10-3\*H30\*B(\_)) Zone and an Open Space (OS4) Zone;

it being noted that the Bonus Zone shall be implemented through a development agreement to facilitate the development of a high quality, multi-storey residential apartment building, with an increased building height of up to sixteen (16) storeys (49.5m) and a maximum of 236 dwelling units (403 units per hectare), which substantively implements the Site Plan, Elevations, and Renderings ~~attached~~ as Schedule "1" to the amending by-law in return for the provision of the following services, facilities and matters:

- i) Exceptional Building Design

specifically the building design shown in the various illustrations contained in Schedule "1" of the amending by-law, is being bonused for features which serve to support the City's objectives of promoting a high standard of design for buildings;

- ii) Overall Design

a contemporary architectural design that uses a coordinated palette of high quality materials to be further refined through the site plan approval process, including the use of brick along the Talbot Street frontage of the building for the first 3-storeys to ensure the building is in keeping with the character of the area;

- iii) Podium Base Design

- A) a podium base up to 3-storeys in height to provide a pedestrian-friendly scale at ground-level and a continuous street-wall façade along the easterly (Talbot Street) façade;
- B) a stepback after the first 3-storeys along Talbot Street providing a pedestrian scale that is in keeping with the character of the buildings to the south and east.

## iv) Tower Design

a building design that breaks up the massing of the building by providing multiple height variations and architectural details to respond to the surrounding community; and,

## v) Parking Strategy

the provision of two levels of underground parking;

- b) the Site Plan Approval Authority BE REQUESTED to consider the implementation of the facilities, services and matters described in clause a) above through the site plan approval process, as well as ensuring that the proposal provides for an adequate amenity area that is appropriately shaped, configured and located to provide respite for the occupants;
- c) the proposed by-law appended to the staff report dated October 23, 2017 as Appendix "B" BE INTRODUCED at a future Council meeting, to amend The London Plan by ADDING new policies to the Neighbourhoods Place Type and ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan and that three readings of the by-law enacting The London Plan amendments BE WITHHELD until such time as The London Plan is in force and effect; and,
- d) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the regulation for building height:
- i) is minor in nature, and;
  - ii) continues to implement a building design that is consistent with the development design circulated with the Notices of Application and Public Meeting;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated October 20, 2017 from AM. Valastro, 1-133 John Street; including a petition signed by approximately 268 individuals;
- a communication dated August 29, 2016 from R. Heacock, 169 John Street; and,
- a communication dated August 29, 2016 from T. and H Chapman, 152 Albert Street;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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 2014;
- the recommended amendment is consistent with the City of London Official Plan policies;
- the recommended amendment facilitates the redevelopment of an underutilized site and encourages an appropriate form of development;
- the bonusing of the subject site ensures the building form and design will fit within the surrounding area and provide for an enhanced design standard; and,
- the proposed use is contemplated through the London Plan with a minor variation in height being required. (2017-D09)

At 8:58 PM, His Worship the Mayor places Councillor V. Ridley in the Chair, and leaves the meeting.

28th Report of the Corporate Services Committee  
Councillor P. Hubert presents

Motion made by Councillor P. Hubert to Approve clauses 1, 4, 6 and 7.

At 9:00 PM Councillor T. Park leaves the meeting.

#### 1. Disclosures of Pecuniary Interest

That it BE NOTED that the following pecuniary interests were disclosed:

- a) Councillor T. Park disclosed a pecuniary interest in clause 3 of this Report having to do with the Tax Adjustment Agenda, specifically as it relates to Application No. 2017-14, by indicating that she owns property in the area of the subject property.
- b) Councillor J. Morgan disclosed a pecuniary interest in clause 3 of this Report having to do with the Tax Adjustment Agenda, specifically as it relates to Application No. 2016-123, as he is involved in a separate property matter with the assessed party.

#### 4. Tribunal - Development Charge Complaint - 1030 Elias Street

That, after convening as a tribunal under section 27 of Part IV of By-law C.P.-1496-244 to hear a complaint under section 20 of the Development Charges Act, by Junction Climbing Centre Inc., the operator of a portion of the building situated at 1030 Elias Street, regarding the development charges imposed by The Corporation of the City of London in connection with development on the land known as 1030 Elias Street, as detailed in the ~~attached~~ Record of Proceeding, the complaint BE DISMISSED on the basis that the Tribunal finds that the calculation of the applicable development charges was made in accordance with the Development Charges By-law and the complainant has not demonstrated that the complaint meets the grounds articulated in Section 28 of the Development Charges By-law.

#### 6. London I Heart Beer Holiday Festival - Request for Designation as a Municipally Significant Event

That the London I Heart Beer Holiday Festival, to be held on November 25, 2017 at the London Convention Centre from 2:00 PM to 10:00 PM, BE DESIGNATED as an event of municipal significance in the City of London.

#### 7. Corporate Services Committee Deferred Matters List

That the revised Corporate Services Committee Deferred Matters List, as of October 11, 2017, BE RECEIVED; it being noted that Item 1.3 was removed as the Governance Working Group is also looking at this matter.

Motion Passed

YEAS: M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (10)

At 9:04 PM, His Worship the Mayor resumes the Chair, and Councillor V. Ridley takes her seat at the Council Board.

Motion made by Councillor P. Hubert to Approve clause 2.

#### 2. Proposed Election Sign By-law (Relates to Bill No.632)

That the ~~attached~~ revised proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017 to repeal By-law No. E-180-305, being the "Election Campaign Sign By-law" and to replace it with a new Election Sign By-law which reflects the direction of the Municipal Council; it being noted that the revised by-law includes an extension to the sign removal period from 72 hours to 96 hours.

Motion made by Councillor M. van Holst and seconded by Councillor H.L. Usher to Approve Clause 2, related to the Election Campaign Sign By-law, BE REFERRED back to the Corporate Services Committee for additional consideration.

Motion Passed

YEAS: M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, V. Ridley, H.L. Usher (7)

NAYS: M. Brown, P. Hubert, A. Hopkins, S. Turner (4)

Motion made by Councillor P. Hubert to Approve clause 3.

3. Tax Adjustment Agenda

That the recommendations contained in the Tax Adjustment Agenda dated October 24, 2017 BE APPROVED; it being noted that there were no members of the public in attendance to speak before the Corporate Services Committee, at the public hearing associated with the Tax Adjustment Agenda.

At 9:15 PM Councillor Armstrong leaves the meeting.

The motion to Approve all applications except Application No. 2016-123 is put.

Motion Passed

YEAS: M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (10)

At 9:17 PM Councillor Armstrong returns to the meeting.

The motion to Approve Application No. 2016-123 is put.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (10)

RECUSED: J. Morgan (1)

Motion made by Councillor P. Hubert to Approve clause 5.

5. Council Policy - Use of Corporate Resources During a Municipal Election Year (Relates to Bill No.631)

That, on the recommendation of the City Clerk, the revised by-law appended to the memorandum dated September 27, 2017, from the City Clerk, BE INTRODUCED at the Municipal Council meeting to be held on October 30, 2017 to implement a Council Policy regarding the use of City of London resources for Municipal Election purposes.

Motion Passed

YEAS: M. Brown, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (9)

NAYS: M. van Holst, J. Morgan (2)

## IX ADDED REPORTS

18th Report of Strategic Priorities and Policy Committee  
Councillor H.L. Usher presents.

Motion made by Councillor H.L. Usher to Approve clauses 1 and 2.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor P. Hubert disclosed a pecuniary interest in those matters related to Ontario Works.

2. Tabling of the 2018 Budget (Tax Supported, Water and Waste Water Treatment)

That the following actions be taken with respect to the 2018 Annual Update of the 2016-2019 Multi-Year Budget:

- a) the ~~attached~~ overview presentation by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer BE RECEIVED;

- b) the draft Tax-Supported Operating, Capital, Water and Wastewater Treatment Budgets, as well as the related Business Cases, BE REFERRED to the 2018 Annual Update process for the 2016-2019 Multi-Year Budget; and
- c) the City Manager BE REQUESTED to report back with potential adjustments to the City of London's Strategic Initiatives, as well as any other potential adjustments, that might offset the 2018 Budget.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

24th Public Report of the Council, In Closed Session  
Councillor P. Hubert presents.

PRESENT: Mayor M. Brown and Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher and T. Park and C. Saunders (City Clerk).

ABSENT: Councillors P. Squire and J. Zaifman.

ALSO PRESENT: M. Hayward, A.L. Barbon, B. Card, B. Coxhead, K. Dawtrey, M. Henderson, D. Munteer, L. Rowe and B. Warner.

Motion made by Councillor P. Hubert to Approve clauses 2 and 3.

2. Offer to Purchase Industrial Lands – 10401471 Canada Inc. – Part of Lots 8 and 9, Concession 3, London/Westminster and being a Portion of Pin 08200-0079(LT) and Part of Lot 8, Concession 3, London/Westminster and being a Portion of Pin 082000-0081(LT)

That, as a procedural matter pursuant to Section 239(6) of the Municipal Act, 2001, the following recommendation be forwarded to Council for deliberation and a vote in public session:

That, on the recommendation of the City Manager, with concurrence of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located on the south side of Wilton Grove Road, containing an area of approximately 79.2 acres, being comprised of Part of Lots 8 and 9, Concession 3, London/Westminster and being a portion of PIN 08200-0079(LT), municipally known as 1577 Wilton Grove Road; and Part of Lot 8, Concession 3, London/ Westminster, and being a portion of PIN 08200-0081(LT), municipally known at 1687 Wilton Grove Road, together as outlined on the sketch attached hereto as Schedule "A", the offer submitted by 10401471 Canada Inc. (the "Purchaser") to purchase the subject property from the City, at a purchase price of \$3,801,600.00 (reflecting a sale price of \$48,000.00 per acre), BE ACCEPTED.

3. Glengowan Dam and Reservoir Project Update

That, as a procedural matter pursuant to Section 239(6) of the Municipal Act, 2001, the following recommendation be forwarded to Council for deliberation and a vote in public session:

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the following actions be taken with respect to respect to the Glengowan Dam and Reservoir Project and the transfer of the properties located at 1536 Hamilton Road, SoHo lands, and 13 King Street:

- a) the Memorandum of Understanding ("MOU"), attached as Schedule A, that sets the terms and understanding between the Upper Thames River Conservation Authority (UTRCA) and the City of London for the termination of the Glengowan Project BE APPROVED;
- b) the offer submitted by the Upper Thames River Conservation Authority (the "Vendor") to sell to the City lands municipally known as 1536 Hamilton Road (Property 1), located on the east side of Hamilton Road and south of River Road, further described as, Part

of Lot 3 and 4, Concession A; Lots 4 and 5, south side of Patrick Street; Part of Lot 5, north side of Patrick Street, Plan 38; and Part of Lot 2, Concession A, as in 309575, 319852 and 320269, Geographic Township of London, City of London, County of Middlesex, being all of PIN 08132-0039 containing an area of approximately 120 acres, attached as Schedule "B", for the sum of \$1,800,000.00, BE ACCEPTED;

- c) the offer submitted by the Upper Thames River Conservation Authority (the "Vendor") to sell to the City land known as the SoHo lands (Property 2), located on the east side of Wellington Street, west of Waterloo Street and north of the Thames River, further described as Part of Lot 3, northeast of Nelson Street, as in LC176553; Part of Lot 2, northeast of Nelson Street designated as Part 1 on 32R-75 & as in LC186768 and 563726; Part of Lot 2, northeast of Nelson Street and Part of Lot 2, southeast of South Street designated as Part 1, Plan 33R-1289; and Part of Lot 1, northeast of Nelson Street as in LC187359, 416462 and 478620, City of London, County of Middlesex, being all of PIN 08330-0016, containing an area of approximately 0.97 acres, attached as Schedule C, for the sum of \$44,000.00, BE ACCEPTED;
- d) the offer submitted by the Upper Thames River Conservation Authority (the "Vendor") to sell to the City land municipally known as 13 King Street (Property 3), located on the south side of King Street, north side of York Street and east of Thames Street, further described as Part of Lot 25, southwest of King street as in 581543; and Part of Lot 25, northwest of York Street as in LC178598, LC180523, LC185430, 413673 and 581543, City of London, County of Middlesex, being all of PIN 08322-0020, containing an area of approximately 0.94 acres, attached as Schedule D, for the sum of \$47,000.00, BE ACCEPTED; and
- e) the financing for the acquisitions BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A."

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

Motion made by Councillor P. Hubert to Approve clause 1.

1. Property Acquisition – 28 Wellington Road South – Shift Rapid Transit Project

That, as a procedural matter pursuant to Section 239(6) of the Municipal Act, 2001, the following recommendation be forwarded to Council for deliberation and a vote in public session:

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director of Environmental and Engineering Services and City Engineer, the Director, Roads and Transportation and the Project Director, Rapid Transit Implementation, on the advice of the Manager of Realty Services, the following actions be taken with respect to the property located at 28 Wellington Road, further described as Part Lot 19, Plan 11, designated as Part 1, Reference Plan 33R-16388, having a lot size of approximately 33.33' x 133', as shown on the location maps attached, for the purpose of future road improvements to accommodate SHIFT:

- a) the offer submitted by Cameron Alexander McCallum to sell the subject property to the City, for the sum of \$185,000.00, BE ACCEPTED subject to the following conditions:
  - i) the City having the right to view the property two further times prior to closing;
  - ii) the City assuming the rental contracts for the furnace, air conditioner and hot water tank;
  - iii) the City assuming the existing tenancies;
  - iv) the transaction including all of the existing appliances; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher (10)

RECUSED: S. Turner (1)

## **X DEFERRED MATTERS**

1. Property located at 6188 Colonel Talbot Road (Z-8795)  
Deferred from Council October 17, 2017

At 9:31 PM, His Worship the Mayor places Councillor P. Hubert in the Chair, and takes a seat at the Council Board.

Motion made by Mayor M. Brown and seconded by Councillor A. Hopkins to Approve that, the application of Mainline Planning Services Inc., relating to the property located at 6188 Colonel Talbot Road, BE REFERRED back to the Managing Director, Planning and City Planner, to report back to the November 6, 2017 Planning and Environment Committee with the appropriate by-law to facilitate the creation of a new lot having a lot area of 4.0 hectares and a lot frontage of 100 metres; it being noted that the following communications were received with respect to this matter:

- a) Jodie Lucente, Ministry of Transportation - Property located at 6188 Colonel Talbot Road (Z-8795)
- b) (ADDED) Jodie Lucente, Ministry of Transportation - Property located at 6188 Colonel Talbot Road (Z-8795)

At 9:39 PM, His Worship the Mayor resumes the Chair, and Councillor P. Hubert takes his seat at the Council Board.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

## **XI ENQUIRIES**

None.

## **XII EMERGENT MOTIONS**

1. (ADDED) Emergent Motion – Expense Request – National Zero Waste Council – November 1, 2017 and Annual General Meeting November 2, 2017

Motion made by Councillor H.L. Usher and seconded by Councillor J. Helmer to Approve that pursuant to section 20.2 of the Council Procedure By-law, leave be given for the introduction of an emergent motion to consider the request from Councillor H.L. Usher for approval of reimbursement of costs related to travel and hotel expenses to attend the National Zero Waste Council Conference and Annual General Meeting to be held on November 1, 2017 and November 2, 2017, respectively, in Vancouver, British Columbia.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

Motion made by Councillor H.L. Usher and seconded by Councillor J. Helmer to Approve that the request from Councillor H.L. Usher for the reimbursement of costs in the amount of approximately \$2,200.00, for travel and hotel expenses related to attendance at the National Zero Waste Council Conference and Annual General Meeting to be held on November 1, 2017 and November 2, 2017, respectively in Vancouver, British Columbia BE APPROVED; it being noted that Councillor H.L. Usher was appointed by the Federation of Canadian Municipalities as of their two representatives on the National Zero Waste Council.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A.



Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

### **XIII BY-LAWS**

BY-LAWS TO BE READ A FIRST, SECOND AND THIRD TIME:

Motion made by Councillor H.L. Usher and seconded by Councillor B. Armstrong to Approve Introduction and First Reading of Bill No.'s 627 to 637, excluding Bill No.'s 631 and 632, and the Added Bill No.'s 640 to 645, inclusive.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

Motion made by Councillor H.L. Usher and seconded by Councillor M. Cassidy to Approve Second Reading of Bill No.'s 627 to 637, excluding Bill No.'s 631 and 632, and the Added Bill No.'s 640 to 645, inclusive.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

Motion made by Councillor M. van Holst and seconded by Councillor J. Helmer to Approve Third Reading and Enactment of Bill No.'s 627 to 637, excluding Bill No.'s 631 and 632, and the Added Bill No.'s 640 to 645, inclusive.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (11)

Motion made by Councillor S. Turner and seconded by Councillor J. Helmer to Approve Introduction and First Reading of Bill No. 631.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (10)

NAYS: J. Morgan (1)

Motion made by Councillor M. van Holst and seconded by Councillor M. Cassidy to Approve Second Reading of Bill No. 631.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (10)

NAYS: J. Morgan (1)

Motion made by Councillor M. van Holst and seconded by Councillor A. Hopkins to Approve Third Reading and Enactment of Bill No. 631.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (10)

NAYS: J. Morgan (1)

Motion made by Councillor H.L. Usher and seconded by Councillor M. Cassidy to Approve Introduction and First Reading of the revised Bill No. 638.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, V. Ridley, H.L. Usher (8)

NAYS: A. Hopkins, S. Turner (2)

RECUSED: J. Morgan (1)

Motion made by Councillor H.L. Usher and seconded by Councillor J. Helmer to Approve Second Reading of the revised Bill No. 638.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, V. Ridley, H.L. Usher (8)

NAYS: A. Hopkins, S. Turner (2)

RECUSED: J. Morgan (1)

Motion made by Councillor J. Helmer and seconded by Councillor M. Cassidy to Amend Third Reading and Enactment of the revised Bill No. 638.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, V. Ridley, H.L. Usher (8)

NAYS: A. Hopkins, S. Turner (2)

RECUSED: J. Morgan (1)

Motion made by Councillor J. Helmer and seconded by Councillor M. Cassidy to Approve Introduction and First Reading of Bill No. 639.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher (10)

RECUSED: S. Turner (1)

Motion made by Councillor J. Helmer and seconded by Councillor A. Hopkins to Approve Second Reading of Bill No. 639.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher (10)

RECUSED: S. Turner (1)

Motion made by Councillor J. Helmer and seconded by Councillor M. Cassidy to Approve Third Reading and Enactment of Bill No. 639.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher (10)

RECUSED: S. Turner (1)

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

Bill No. 627 By-law No. A.-7632-515	A by-law to confirm the proceedings of the Council Meeting held on the 30 <sup>th</sup> day of October, 2017. (City Clerk)
Bill No. 628 By-law No. A.-7633-516	A by-law to authorize and approve an Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the Highway 401 Overpass Structure construction at Pond Mills Road; and to authorize the Mayor and City Clerk to execute the Agreement. (3/16/CWC)
Bill No. 629 By-law No. A.-7634-517	A by-law to approve and authorize the execution of an agreement between the City of London (City) and the Independent Electricity System Operator (IESO), under the Feed-In Tariff (FIT) Program with respect to development of a 500 kilowatt landfill gas fuelled power plant at the City of London's W12A Landfill and to delegate authority to the General Manager of Environmental & Engineering Services & City Engineer, or their written designate, to execute all documents required as part of obtaining a Renewable Energy Approval and a Connection Agreement with the local power distribution company (London Hydro) as they relate to development of a 500 kilowatt landfill gas fuelled power plant. (16/16/CWC)
Bill No. 630 By-law No. A.-7562(a)-518	A by-law to amend By-law No. A.-7562-160, being the "Basement Flooding Grant Program By-law". (19/16/CWC)
Bill No. 631 By-law No. CPOL.-230-519	A by-law to revoke and repeal Council policy entitled "Use of Corporate Resources During a Municipal Election Year" and replace it with a new Council policy entitled "Policy for the Use of City of London Resources for Municipal Election Purposes". (5/28/CSC)
Bill No. 632 By-law No. E.-_____ <b>REFERRED BACK</b>	A by-law to repeal By-law No. E.-180-305, being the "Election Campaign Sign By-law", and to enact a new "Election Sign By-law". (2/28/CSC)
Bill No. 633 By-law No. PS-113-17010	A by-law to amend By-law No. PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (6/16/CWC)
Bill No. 634 By-law No. S.-5891-520	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to York Street, west of Ridout Street) (Chief Surveyor - pursuant to Site Plan SPA17-064 and in accordance with Zoning By-law Z-1)
Bill No. 635 By-law No. W.-5598(a)-521	A by-law to amend By-law No. W.-5598-54 entitled, "A by-law to authorize the East London Multi-Purpose Recreation Centre (Project RC2756)." (6/14/CPSC)
Bill No. 636 By-law No. Z.-1-172620	A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning of lands located at 1635 Brayford Avenue; comprising Lot 18 Registered Plan No. 33M-714. (7/20/PEC)
Bill No. 637 By-law No. Z.-1-172621	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located on a portion of 2350 Dundas Street. (8/20/PEC)
Bill No. 638 By-law No. Z.-1-172622	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 661 and 667 Talbot Street. (12/20/PEC)
Bill No. 639 By-law No. A.-7635-522	A By-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Cameron Alexander McCallum, for the acquisition of 28

	Wellington Road and to authorize the Mayor and City Clerk to execute the Agreement. (C-1/28/CSC)
Bill No. 640 By-law No. A.-7636-523	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 10401471 Canada Inc., for the sale of the City owned industrial land Part of Lots 8 and 9, Concession 3, London/Westminster, and being a portion of PIN 08200-0079(LT), municipally known as 1577 Wilton Grove Road & Part of Lot 8, Concession 3, London/Westminster, and being a portion of PIN 08200-0081(LT), municipally known as 1687 Wilton Grove, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (C-2/28/CSC)
Bill No. 641 By-law No. A.-7637-524	A by-law to authorize and approve Memorandum of Understanding (“MOU”) that sets the terms and understanding between the Upper Thames River Conservation Authority (UTRCA) and the City of London for the termination of the Glengowan Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (C-3/28/CSC)
Bill No. 642 By-law No. A.-7638-525	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and the Upper Thames River Conservation Authority, for the acquisition of property located at 13 King Street, City of London, County of Middlesex, being all of PIN 08322-0020, City of London, County of Middlesex, being all of PIN 08330-0016 and to authorize the Mayor and the City Clerk to execute the Agreement. (C-3/28/CSC)
Bill No. 643 By-law No. A.-7639-526	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and the Upper Thames River Conservation Authority, for the acquisition of property located at Part of Lot 3, northeast of Nelson Street, Part of Lot 2, northeast of Nelson Street designated as Part 1 on 32R-75; Part of Lot 2, northeast of Nelson Street and Part of Lot 2, southeast of South Street designated as Part 1 on 33R-1289; and Part of Lot 1, northeast of Nelson Street, City of London, County of Middlesex, being all of PIN 08330-0016 and to authorize the Mayor and the City Clerk to execute the Agreement. (C-3/28/CSC)
Bill No. 644 By-law No. A.-7640-527	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and the Upper Thames River Conservation Authority, for the acquisition of property located at 1536 Hamilton Road, City of London, County of Middlesex, being all of PIN 08132-0039, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (C-3/28/CSC)
Bill No. 645 By-law No. Z.-1-172623	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 200 Albert Street, 192 – 196 Central Avenue and 193 – 197 Central Avenue. (11/20/PEC)

#### XIV ADJOURNMENT

Motion made by Councillor M. Cassidy and seconded by Councillor M. van Holst to Approve that the meeting adjourn.

The meeting adjourned at 10:02 PM.

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Matt Brown, Mayor

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Catharine Saunders, City Clerk

**18TH REPORT OF THE**  
**STRATEGIC PRIORITIES AND POLICY COMMITTEE**

Meeting held on October 30, 2017, commencing at 4:02 PM, in the Council Chambers, Second Floor, London City Hall.

**PRESENT:** Mayor M. Brown and Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park and J. Zaifman and L. Rowe (Secretary).

**ABSENT:** Councillor P. Squire.

**ALSO PRESENT:** M. Hayward, A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, K. Dawtrey, J.M. Fleming, T. Gaffney, A. Hagan, L. Livingstone, M. Marcellin, S. Mathers, J. Millson, K. Murray, D. O'Brien, D. Popadic, A. Ripepi, C. Saunders, J. Senese, S. Spring, S. Stafford, T. Thomas and B. Westlake-Power.

**I. CALL TO ORDER**

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor P. Hubert disclosed a pecuniary interest in those matters related to Ontario Works.

**II. CONSENT ITEMS**

None.

**III. SCHEDULED ITEMS**

2. Tabling of the 2018 Budget (Tax Supported, Water and Waste Water Treatment)

That the following actions be taken with respect to the 2018 Annual Update of the 2016-2019 Multi-Year Budget:

- a) the attached overview presentation by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer BE RECEIVED;
- b) the draft Tax-Supported Operating, Capital, Water and Wastewater Treatment Budgets, as well as the related Business Cases, BE REFERRED to the 2018 Annual Update process for the 2016-2019 Multi-Year Budget; and
- c) the City Manager BE REQUESTED to report back with potential adjustments to the City of London's Strategic Initiatives, as well as any other potential adjustments, that might offset the 2018 Budget.

**IV. ITEMS FOR DIRECTION**

None.

**V. DEFERRED MATTERS/ADDITIONAL BUSINESS**

None.

**VI. CONFIDENTIAL**

(See Confidential Appendix to the 18th Report of the Strategic Priorities and Policy Committee enclosed for Members only.)

The Corporate Services Committee convened in camera from 4:34 PM to 5:18 PM after having passed a motion to do so, with respect to the following matter:

- C-1 A matter pertaining to labour relations and employee negotiations, advice or recommendations of officers and employees of the Corporation including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation.

**VII. ADJOURNMENT**

The meeting adjourned at 5:19 PM.

# 16 MULTI-YEAR BUDGET FOR THE CITY OF LONDON

## 19 2018 ANNUAL UPDATE

INVESTING IN OUR FUTURE

Strategic Priorities & Policy Committee  
October 30, 2017



## Distribution of Budget Packages



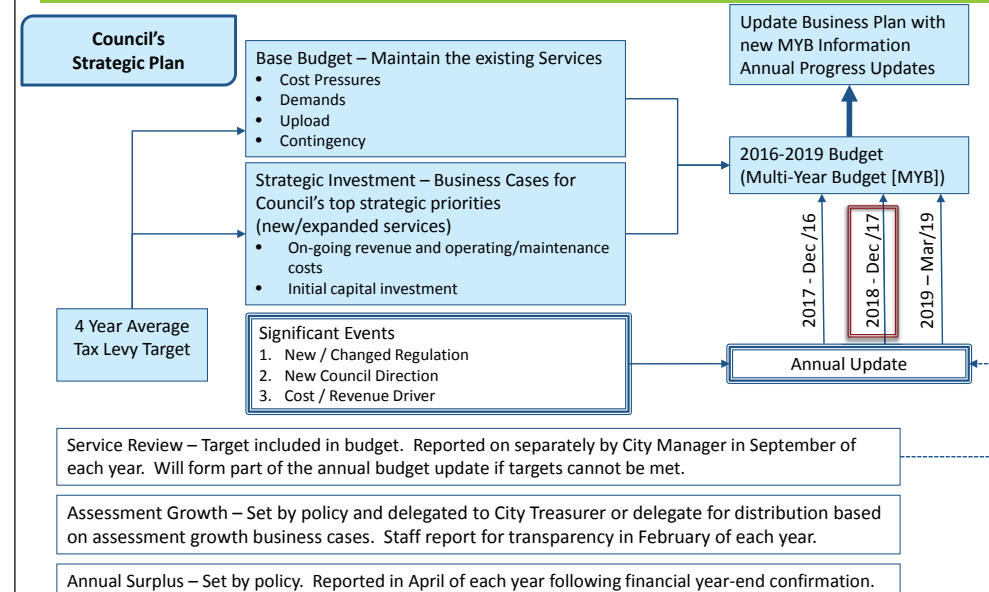
1. **Property Tax Supported Budget**
  - a) 2018 Annual Budget Update Document
  - b) 2018 Budget Amendment Cases
2. **Water and Wastewater & Treatment Rate Supported 2018 Annual Budget Update Document**  
(Includes 2018 Budget Amendment Cases)

## Agenda



- Multi-Year Budget Process Refresher
- 2016-2019 Multi-Year Budget Recap
- 2018 Budget Amendment Requests
  - Operating
  - Capital
  - Other Budget Related Items
- 2018 Water and Wastewater & Treatment Annual Budget Update
- Budget Timetable
- How We Will Inform The Public

## Multi-Year Budget Process Refresher



## What Qualifies for a Budget Amendment?



There Are Three Types Of Budget Amendments:

### 1. New or Changed Regulation

*A new or changed legislation or regulation with a financial impact to the municipality*

### 2. New Council Direction

*A new Council direction that has transpired after the approval of the multi-year budget*

### 3. Cost or Revenue Driver

*A corporate or service area budget adjustment as a result of changes in economic conditions*

## 2018 Budget Amendment Requests



There are a total of **19** budget amendment cases

### Operating Amendments

- There are 8 operating budget amendments
  - 1 does not have an impact on the tax levy
  - 2 result in budget reductions
  - 5 result in budget increases

### Capital Amendments

- All of the capital budget amendments can be accommodated within the capital plan
  - No impact to the tax levy

## 2016-2019 Multi-Year Budget Recap

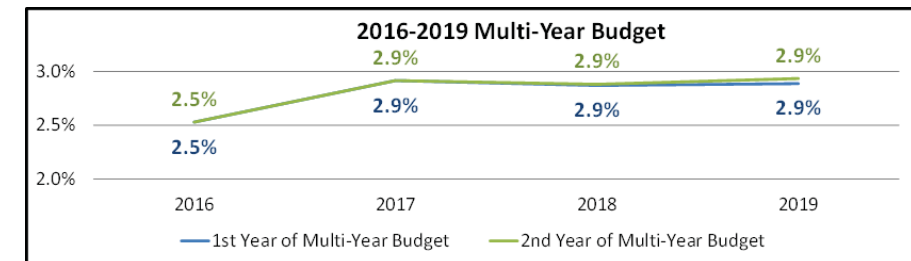


### Year 1 Highlights (2016)

- The City's first ever multi-year budget approved (2016-2019 period)
- Average annual increase from rates of 2.8% for the 2016-2019 multi-year budget period
  - 2.4% to maintain existing service levels
  - 0.4% to fund strategic investments (25 strategic investments with gross expenditure of \$47.8 million)

### Year 2 Highlights (2017)

- 20 budget amendments were approved resulting in marginal tax levy increase
- Average annual increase from rates for 2016-2019 maintained at 2.8%



## 2018 Operating Budget Amendment Requests



Budget Amendment	Net Cumulative (\$000's)		Page
	2018	2019	
<b>New Council Direction</b>			
1. London Music Industry Development Office	-	-	15
2. Councillors' Annual Compensation	-	245	15
<b>Cost/Revenue Driver</b>			
3. UTRCA 10 Year Environmental Targets Strategic Plan	191	400	16
4. Dundas Place - Ongoing Place Management	-	375	17
<b>Phased-In Strategy</b>			
5. Elimination of the Annual Payment to the Stillier Centre	(224)	(228)	17
6. Increased Ontario Works Administration Subsidy	(600)	(600)	18
<b>Tax Levy Reduction</b>			
<b>New Regulation</b>			
7. Proposed Minimum Wage Increases	1,453	2,024	18
<b>"In-Camera"</b>			
8. Confidential Matter - "In-Camera"	1,455	2,485	19



## 2018 Budget Amendment Requests

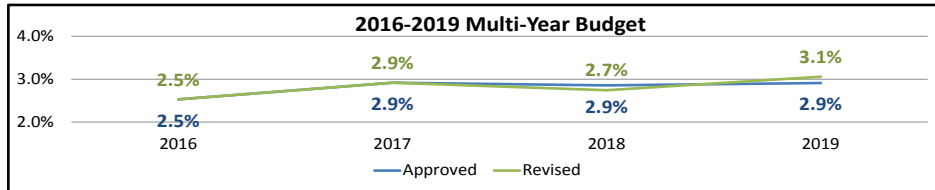


If all recommended budget amendments are approved, excluding minimum wage and an "in-camera" corporate budget matter, the 2016-2019 average annual tax levy increase would **remain at 2.8%**

2018 Multi-Year Budget Update	Net Budget \$000's				Average Annual %	Avg. Annual Rate Payer Impact <sup>1</sup>
	2016	2017	2018	2019		
Approved % Increase From Rates	2.5%	2.9%	2.9%	2.9%	2.8%	76
Approved Net Budget (Tax Levy)	536,434	556,980	572,887	589,551		
Budget Amendments (Total Net Request)			(632)	191		
<b>Revised Net Budget (Tax Levy)</b>	<b>536,434</b>	<b>556,980</b>	<b>572,255</b>	<b>589,743</b>		
Incremental Net Increase / (Decrease)		-	(632)	823		
<b>Revised % Increase From Rates</b>	<b>2.5%</b>	<b>2.9%</b>	<b>2.7%</b>	<b>3.1%</b>	<b>2.8%</b>	<b>76</b>

Subject to rounding

<sup>1</sup> Average rate payer owning a home with an assessed value of \$221,000 in 2015 (excludes Education tax portion).



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## 2018 Budget Amendment Requests

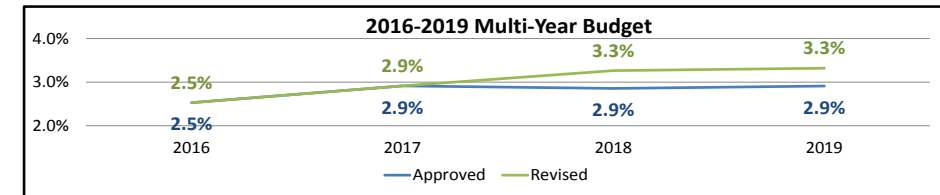


If all recommended budget amendments are approved the 2016-2019 average annual tax levy would **increase from 2.8% to 3.0%**

2018 Multi-Year Budget Update	Net Budget \$000's				Average Annual %	Avg. Annual Rate Payer Impact <sup>1</sup>
	2016	2017	2018	2019		
Approved % Increase From Rates	2.5%	2.9%	2.9%	2.9%	2.8%	76
Approved Net Budget (Tax Levy)	536,434	556,980	572,887	589,551		
Budget Amendments (Total Net Request)			2,275	4,700		
<b>Revised Net Budget (Tax Levy)</b>	<b>536,434</b>	<b>556,980</b>	<b>575,162</b>	<b>594,252</b>		
Incremental Net Increase / (Decrease)		-	2,275	2,425		
<b>Revised % Increase From Rates</b>	<b>2.5%</b>	<b>2.9%</b>	<b>3.3%</b>	<b>3.3%</b>	<b>3.0%</b>	<b>82</b>

Subject to rounding

<sup>1</sup> Average rate payer owning a home with an assessed value of \$221,000 in 2015 (excludes Education tax portion).

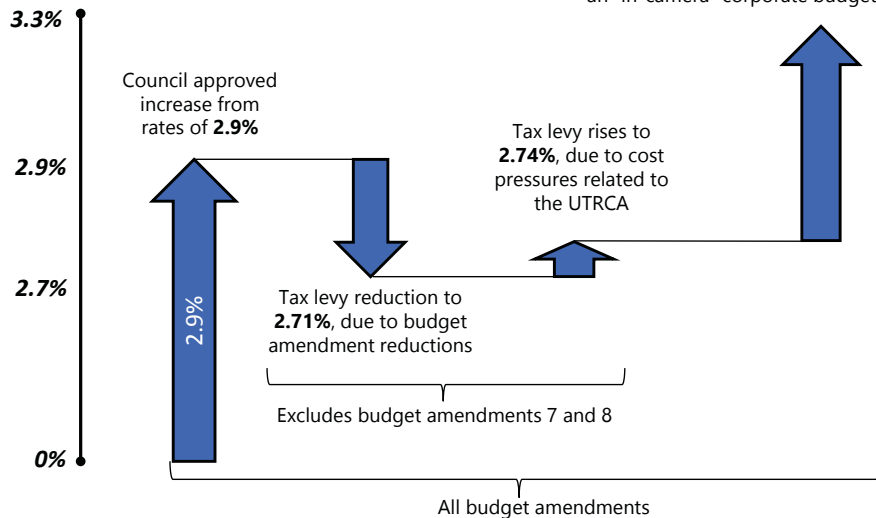


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## 2018 Increases From Rates



Tax levy rises to **3.26%**, due to cost pressures related to minimum wage and an "in-camera" corporate budget matter

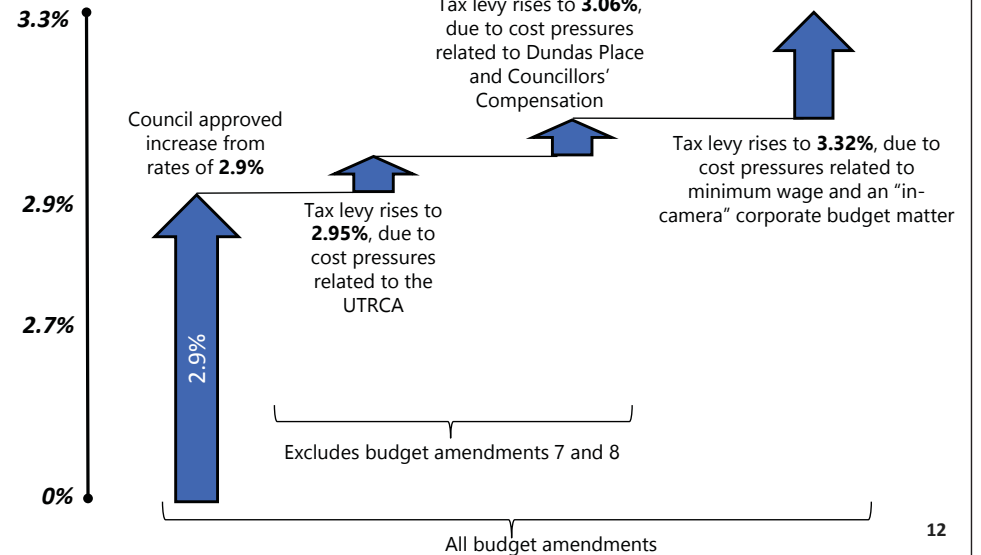


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## 2019 Increases From Rates



Tax levy rises to **3.06%**, due to cost pressures related to Dundas Place and Councillors' Compensation



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## What's Included In the Multi-Year Budget?



- The recommended 2016-2019 average annual increase has accommodated the following:
  - The delivery of over 90 unique value added services to the community
  - Strategic investments totaling \$47.8 million
    - An overview of the strategic investments as well as a status update was provided in the operating budget mid-year monitoring report on September 26, 2017
  - Significant budget challenges, most of which are beyond the control of Civic Administration

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## Other Budget Related Matters



- **London Children's Museum**

*On September 18, Municipal Council directed administration to work with the London Children's Museum to prepare a 2018 Budget Amendment related to the Children's Museum's request for capital funding for the costs associated with relocating to another facility.*

*Through further discussions with Children's Museum representatives, it was decided that this request would be deferred to the **2019** Annual Budget Update process. A further report on the rationale for this decision will be provided to SPPC on November 27, 2017.*

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## Other Budget Related Matters



The following items are not included in the budget submission, primarily due to timing, but will be brought forward for consideration:

- **Reduced Rate Transit Pass for Youth (ages 13-17)**

*On October 17, Municipal Council directed administration to bring forward a budget amendment in the **2018** Annual Budget Update outlining the options, and the associated financial implications, for a reduced rate transit pass for youth.*

- **Income-Related Subsidized Transit for Adults 18 and Over**

*On October 17, Municipal Council approved the income-related subsidized public transit program for adults 18 and over. For 2018, this program will be funded from any potential 2018 Property Tax Supported Operating Budget Surplus and then, if required, with a drawdown from contingency reserves. A **2019** Budget Amendment will be prepared to provide for permanent funding of the program.*

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## What Has Been Done to Mitigate Budget Pressures?



- Strategic use of a City reserve fund to provide funding for temporary expenditure pressures
  - Case 1 – London Music Industry Development Office
  - Case 4 – Dundas Place (Ongoing Place Management)
- Civic Administration has submitted two budget amendments resulting in tax levy reductions
  - Case 5 – Elimination of Annual Payment to the Stiller Centre
  - Case 6 – Increased Ontario Works Administration Subsidy

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## What Has Been Done to Mitigate Budget Pressures?



- User Fees
  - Modest increases to the minimum wage were anticipated and factored into the user fee rates for 2017 to 2019, however, proposed minimum wage increases are far greater than anticipated.
    - Case 7 – Proposed Minimum Wage Increases



*Further increases to user fees may result in reduced participation and have an adverse impact on total user fee revenue.*

## Other Options to Mitigate the Tax Levy

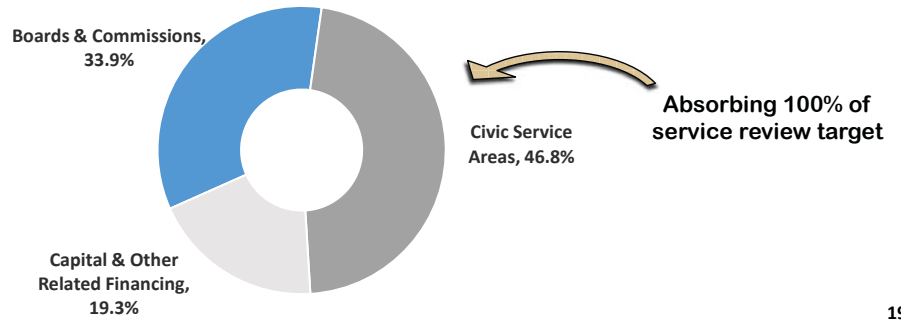


- Remaining net budget pressures from the recommended budget amendments have been funded from a tax levy increase.
- To further mitigate the tax levy, other options to consider include:
  - Service level reductions; and/or
  - Deferral of previously approved strategic investments

## Service Reviews



- 2016-2019 budget **has been reduced by \$4 million**
  - 2016 target of \$0.5m: Achieved ✓
  - 2017 target of \$1.0m: Achieved ✓
  - 2018 target of \$1.5m: Pending
  - 2019 target of \$1.0m: Pending
- Civic Administration has been directed to fill the “gap” through service review initiatives, noting that Civic Service Areas represents less than 50% of the net operating budget



## 2018 Capital Budget



	2016-2019 Multi-Year Budget					2020-2025 Forecast	2016-2025 Capital Plan
	2016	2017	2018	2019	Total		
Total Approved Budget	213,725	268,521	167,495	173,100	822,841	1,314,346	2,137,187
Total Revised Budget (submitted October 30, 2017)	213,725	268,521	159,336	192,232	833,814	1,373,619	2,207,433
<b>Total Capital Expense Increase/(Decrease)</b>	-	-	<b>(8,159)</b>	<b>19,132</b>	<b>10,973</b>	<b>59,273</b>	<b>70,246</b>
<b>Sources of Financing</b>							
Capital Levy (CL)	-	-	-	-	-	-	-
Debenture (D)	-	-	(3,800)	8,387	4,587	27,237	31,824
Reserve Fund (RF)	-	-	852	855	1,707	6,234	7,941
Other (O)	-	-	-	-	-	-	-
Non-tax Supported (NTS)	-	-	(5,211)	9,890	4,679	25,802	30,481
<b>Total Revenue Increase/(Decrease)</b>	-	-	<b>(8,159)</b>	<b>19,132</b>	<b>10,973</b>	<b>59,273</b>	<b>70,246</b>
<b>Net Tax Levy Impact</b>	-	-	-	-	-	-	-

*Subject to rounding*

All of the capital budget amendments can be accommodated within the capital plan

**No Tax Levy Impact**

## 2018 Capital Budget Amendment Requests

Budget Amendment	2018	2019	Total	2020-2025 Forecast	2016-2025 Capital Plan	Page
<b>Lifecycle Renewal</b>						
#9 Invasive Species Management Strategy	350	350	700	-	700	22
#10 London Police Service – Capital Plan Changes	77	80	157	574	731	22
#11 Exterior Light Redesign Replacement LMHC Sites	500	500	1,000	-	1,000	22
<b>Growth</b>						
#12 Realignment of Growth Parks Projects	(1,617)	807	(810)	810	-	24
#13 Deferral of New Fire Station 15	-	(200)	(200)	611	411	24
#14 Adelaide Street – CPR Grade Separation ★	7,100	12,800	19,900	40,000	59,900	25
#15 Western Road Widening – Platts Lane to Oxford Street	3,500	-	3,500	-	3,500	25
#16 Realignment of Growth Transportation Projects	(11,623)	4,215	(7,408)	7,408	-	25

**21**

## 2018 Capital Budget Amendment Requests

Budget Amendment	2018	2019	Total	2020-2025 Forecast	2016-2025 Capital Plan	Page
<b>Service Improvement</b>						
#4 Dundas Place Field House	-	280	280	-	280	27
#17 Farquharson, Glen Cairn and Silverwoods Arenas Decommissioning	54	-	54	126	180	27
#18 Relocation of Existing Resources to New Fire Station 16	(500)	300	(200)	597	397	28
#19 Western Road and Philip Aziz Ave. Improvements Deferred	(6,000)	-	(6,000)	6,000	-	28

**22**

## 2018 Water Annual Budget Update

- **3%** rate increase for 2018 & 2019 **BE READOPTED**
  - Average ratepayer impact = \$11/year
- **No** operating budget amendments being recommended to the 2018-2019 Water budget.
- **5** capital budget amendments being recommended to defer project costs to align with transportation projects and the 2019 Development Charges Background Study.

**23**

## 2018 Wastewater & Treatment Annual Budget Update

- **3%** rate increase for 2018 & 2019 **BE READOPTED**
  - Average ratepayer impact = \$14/year
- **No** operating budget amendments being recommended to the 2018-2019 Wastewater & Treatment budget.
- **2** capital budget amendments being recommended to defer project costs to align with the completion of the Dingman Creek Environmental Assessment.

**24**

# Budget Timetable



What / Where	Date
<b>Tabling of the 2018 Annual Budget Update</b> <i>SPPC at 4pm (immediately preceding the Council meeting)</i>	<b>October 30</b>
<b>Budget Sessions</b> <i>Byron Library, Byron Meeting Room</i> <i>November 7, 6:00pm-8:00pm</i> <i>East London Library, East London Rotary Room</i> <i>November 9, 6:00pm-8:00pm</i>	<b>November 7 &amp; November 9</b>
<b>Public Participation Meeting</b> <i>SPPC at 4pm</i>	<b>November 22</b>
<b>2018 Annual Budget Update Review</b> <i>SPPC at 1pm</i>	<b>November 27</b>
<b>2018 Annual Budget Update Review</b> <i>SPPC at 4pm *If Needed*</i>	<b>November 30</b>
<b>Final Approval of the 2018 Annual Budget Update</b> <i>Council at 4pm</i>	<b>December 12</b>

Note: Dates apply to Tax Supported, Water and Wastewater & Treatment Budgets

# How We Will Inform The Public



What	Date
<b>Budget Web Page (london.ca/budget)</b> – Provides Londoners an opportunity to view the 2018 Annual Budget Update, Amendment Cases, Budget Presentations and other budget information.	<b>October 30</b>
<b>Budget Sessions</b> – Provides an opportunity for Londoners to come out and speak face-to-face with staff. This can be to ask questions, provide input, and/or clarify any outstanding concerns.	<b>November 7 &amp; 9 (Evening)</b>
<b>Public Participation Meeting</b> – Members of the public are invited to provide input into the 2018 Annual Budget Update at a scheduled meeting of the Strategic Priorities and Policy Committee.	<b>November 22</b>
<b>Time With Finance Staff</b> – Provides an opportunity for community groups to request a budget presentation and question and answer period with Finance staff.	<b>As Requested</b>
<b>Social Media, Email and Phone Calls</b> – Finance staff will be responding to questions or concerns from the public via social media, email or phone calls.	<b>Throughout Budget Process</b>



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**22ND REPORT OF THE**  
**PLANNING AND ENVIRONMENT COMMITTEE**

Meeting held on November 20, 2017, commencing at 4:00 PM, in the Council Chambers, Second Floor, London City Hall.

**PRESENT:** Councillor T. Park (Chair) and Councillors M. Cassidy, J. Helmer, A. Hopkins and S. Turner and H. Lysynski (Secretary).

**ALSO PRESENT:** Mayor M. Brown and M. van Holst; I. Abushehada, G. Bailey, E.L. Conway, L. Dent, A. Dunbar, M. Elmadhoon, M. Feldberg, J.M. Fleming, G. Kotsifas, P. Kokkoros, J. MacKay, D. MacRae, H. McNeely, L. Mottram, B. O'Hagan, C. Parker, M. Pease, L. Pompili, M. Ribera, C. Saunders, C. Smith, E. Soldo, M. Tomazincic and J. Yanchula.

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**I. CALL TO ORDER**

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed

**II. CONSENT ITEMS**

2. 10th and 11th Reports of the Advisory Committee on the Environment

That the 10th and 11th Reports of the Advisory Committee on the Environment (ACE) from its meetings held on November 1 and November 14, 2017 BE RECEIVED.

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

3. 2015 State of the Downtown Report

That the staff report dated November 20, 2017, entitled "2015 State of the Downtown Report", BE RECEIVED for information. (2017-D32)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

4. Property located at 1880 Phillbrook Drive (H-8824)

That consideration of the application by Adelaide and Phillbrook Centre Inc., relating to the property located at 1880 Phillbrook Drive BE POSTPONED to a future Planning and Environment Committee meeting. (2017-D09)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

5. Property located at 8076 Longwoods Road - OMB Appeal Report (Z-8735)

That, on the recommendation of the Managing Director, Planning and City Planner, in response to the letter of appeal to the Ontario Municipal Board, received August 23, 2017, submitted by Jacqueline Caranci, relating to Zoning By-law Amendment Z-8735 concerning 8076 Longwoods Road, the Ontario Municipal Board BE ADVISED that the Municipal Council has reviewed its decision relating to this matter and sees no reason to alter it. (2017-L01)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

6. Property located at 1156 Dundas Street - Property Tax Assistance By-law

That, on the recommendation of the Managing Director, Planning and City Planner, with respect to the application made under the Community Improvement Plan for Brownfield Incentives by McCormick Villages Inc. ("McCormick"), relating to the property located at 1156 Dundas Street, the proposed by-law appended to the staff report dated November 20, 2017 BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2017 to cancel a portion of the Municipal and Education property taxes. (2017-F22A)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

7. Foxwood Subdivision (39T-11503)

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Foxwood Developments (London) Inc., for the subdivision of land over Part of Lots 24 and 25, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the east side of Hyde Park Road, all north of Dyer Drive, north of Fanshawe Park Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxwood Developments (London) Inc., for the Foxwood Subdivision, Phase 2 (39T-11503) appended to the staff report dated November 20, 2017 as Schedule "A", BE APPROVED;
- b) the applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated November 20, 2017 as Schedule "B";
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated November 20, 2017 as Schedule "C"; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2017-D12)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

8. West 5 Subdivision Phase 2 - Stage 1 (39T-14503)

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited, for the subdivision of land over Part of Lots 50 and 51, Concession B, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Oxford Street West, east of Westdel Bourne, all south of Shore Road, municipally known as 1080 Westdel Bourne:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the West 5 Subdivision, Phase 2, Stage 1 (39T-14503) appended to the staff report dated November 20, 2017 as Schedule "A", BE APPROVED;
- b) the applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated November 20, 2017 as Schedule "B";

- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated November 20, 2017 as Schedule "C"; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2017-D12)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

9. Property located at 255 South Carriage Road Phase 2 (H-8791)

That, on the recommendation of the Senior Planner, Development Services, based on the application of Kenmore Homes (London) Inc., relating to the property located at 255 South Carriage Road, the proposed by-law appended to the staff report dated November 20, 2017 BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2017 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 Special Provision (h-100\*R1-3 (4)) Zone, a Holding Neighbourhood Facility/Residential R1 Special Provision (h-100\*NF1/R1-3 (4)) Zone, a Holding Residential R1 Special Provision (h-100\*R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-100\*R1-13 (6)) Zone, a Holding Residential R1 Special Provision (h-100\*R1-3 (4)) Zone, a Holding Residential R1 Special Provision (h\*h-100\*R1-13 (8)) Zone, a Holding Residential R1 Special Provision (h\*h-100\*R1-3 (4)) Zone, Holding Residential R1 Special Provision (h\*h-100\*R1-3 (8)) Zone, a Holding Residential R4 Special Provision (h\*h-100\*R4-4 (1)) Zone and a Holding Residential R4 (h\*h-100\*R4-4) Zone TO a Residential R1 Special Provision (R1-3 (4)) Zone, a Neighbourhood Facility/Residential R1 Special Provision (NF1/R1-3 (4)) Zone, a Residential R1 Special Provision (R1-3 (8)) Zone, a Holding Residential R1 Special Provision (R1-13 (6)) Zone, a Residential R1 Special Provision (R1-3 (4)) Zone, a Residential R1 Special Provision (R1-13 (8)) Zone, a Residential R4 Special Provision (R4-4 (1)) Zone and a Residential R4 (R4-4) Zone to remove the h. and h-100 holding provisions. (2017-D09)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

10. Property located at 275 Callaway Road (H-8820)

That, on the recommendation of the Senior Planner, Development Services, based on the application of Richmond Village (London) Inc., relating to the property located at 275 Callaway Road, the proposed by-law appended to the staff report dated November 20, 2017, BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2017 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R6 Special Provision/ Residential R7 Special Provision (h-100\*R6-5 (26)/R7 (10)) Zone TO a Residential R6 Special Provision/ Residential R7 Special Provision (R6-5 (26)/R7 (10)) Zone to remove the h-100 holding provision. (2017-D09)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

11. Highland Ridge Sanitary Trunk Sewer Post Construction Restoration Works and Monitoring

That, the staff report dated November 20, 2017, entitled "Highland Ridge Sanitary Trunk Sewer Post Construction Restoration Works and Monitoring Plan", BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)



12. Properties located at 1635 Commissioners Road East and 2624 Jackson Road, 1663, 1685 Commissioners Road East and 2652 Jackson Road - (39T-06507/OZ-7176/O-7178)

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the application of 748094 Ontario Ltd. and 2624 Jackson Road Inc., for the lands located at 1635 Commissioners Road East and 2624 Jackson Road and the application by the City of London, relating to Official Plan Amendments for 1663 Commissioners Road East, 1685 Commissioners Road East and 2652 Jackson Road:

- a) the staff report dated November 20, 2017, entitled "Application by: 748094 Ontario Ltd. & 2624 Jackson Road Inc., for Approval Of Draft Plan Of Subdivision, Official Plan And Zoning By-Law Amendments, 1635 Commissioners Road East And 2624 Jackson Road and Application by: City of London, Official Plan Amendment, 1663 & 1685 Commissioners Road East and 2652 Jackson Road", BE RECEIVED; it being noted that this report summarizes the results of further discussions undertaken with the applicant as to how the proposed subdivision design could potentially be modified to improve the views onto natural heritage areas, consistent with Chapter Two, Physical Context, of the Placemaking Guidelines and Policy 204 of the London Plan;
- b) 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 noted in clause h) below for the following reasons:
  - i) the revisions to the proposed by-law are minor in nature; and,
  - ii) it continues to implement a subdivision design that is generally consistent with the proposed Draft Plan of Subdivision and Zoning By-law Amendment circulated with the Notices of Application and Public Meeting;
- c) the Approval Authority BE ADVISED that no issues were raised at the public meeting held on September 25, 2017, with respect to the application for Draft Plan of Subdivision by 748094 Ontario Ltd. and 2624 Jackson Road Inc., relating to lands located at 1635 Commissioners Road East and 2624 Jackson Road;
- d) the Approval Authority BE ADVISED that Municipal Council supports issuing Draft Approval of the proposed plan of subdivision as submitted by 748094 Ontario Ltd. and 2624 Jackson Road Inc., prepared by Stantec Consulting Ltd. and certified by Terry P. Dietz O.L.S. (Project No. 1614-03884 Drawing No.1, dated May 2, 2017), which shows thirty-nine (39) low density residential blocks, seventeen (17) medium density residential blocks, three (3) open space blocks, two (2) open space buffer blocks, six (6) park blocks, three (3) park/walkway blocks, one (1) part block, one (1) access/servicing block, one (1) school block, one (1) stormwater management block, one (1) existing hydro corridor block, two (2) future development blocks, twelve (12) reserve blocks, and four (4) road widening blocks, SUBJECT TO minor design modifications being incorporated into the proposed plan of subdivision as outlined in the information report received in clause a) above, and the conditions contained in Appendix "D" appended to the staff report dated November 20, 2017;
- e) the proposed by-law appended to the staff report dated November 20, 2017 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2017 to amend the Official Plan for lands located at 1635 Commissioners Road East and 2624 Jackson Road to change the land use designations on Schedule 'A' – Land Use FROM "Urban Reserve - Community Growth" and "Environmental Review" TO "Low Density Residential", "Multi-family, Medium Density Residential", and "Open Space"; and to amend Schedule 'C' – Transportation Corridors to add "Secondary Collectors";
- f) the proposed by-law appended to the staff report dated November 20, 2017 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2017 to amend the Official Plan for

lands located at 1663 Commissioners Road East and 1685 Commissioners Road East to change the land use designation on Schedule 'A' – Land Use FROM "Urban Reserve - Community Growth" TO "Multi-family, Medium Density Residential";

- g) based on the City-initiated review of the Official Plan land use designations, NO FURTHER ACTION be taken with respect to lands located at 2652 Jackson Road. The property is adjacent a phase of the subdivision intended for future development requiring further detailed planning, and no changes to the land use designation are proposed at this time;
- h) the proposed by-law appended to the staff report dated November 20, 2017 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2017 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, as amended in clause e) above, to change the zoning of the subject lands FROM an Urban Reserve (UR4) Zone, an Environmental Review (ER) Zone, and an Agricultural (AG1) Zone TO:
- i) a Holding Residential R1 Special Provision (h•h-100•R1-13( )) Zone to permit single detached dwellings on lots with a minimum lot frontage of 9.0 metres and minimum lot area of 270 square metres; together with a special provision for a minimum rear yard depth of 6.0 metres;
  - ii) a Holding Residential R1 (h•h-100•R1-4) Zone to permit single detached dwellings on lots with a minimum lot frontage of 12.0 metres and minimum lot area of 360 square metres;
  - iii) a Holding Residential R4/R5/R6 (h•h-71•h-100•R4-6/R5-4/R6-5) Zone to permit street townhouse dwellings; townhouses and stacked townhouses up to a maximum density of 40 units per hectare and maximum height of 12 metres; and various forms of cluster housing including single detached, semi-detached, duplex, triplex, fourplex, townhouse, stacked townhouse, and apartment buildings up to a maximum density of 35 units per hectare and maximum height of 12 metres;
  - iv) a Holding Residential R4/R5/R6 (h•h-54•h-71•h-100•R4-6/R5-4/R6-5) Zone to permit street townhouse dwellings; townhouses and stacked townhouses up to a maximum density of 40 units per hectare and maximum height of 12 metres; and various forms of cluster housing including single detached, semi-detached, duplex, triplex, fourplex, townhouse, stacked townhouse, and apartment buildings up to a maximum density of 35 units per hectare and maximum height of 12 metres;
  - v) a holding Neighbourhood Facility / Residential R1 (h•h-100•NF/R1-4) Zone to permit such uses as elementary schools, places of worship, and day care centres; and to permit single detached dwellings on lots with a minimum lot frontage of 12.0 metres and minimum lot area of 360 square metres;
  - vi) an Open Space (OS1) Zone to permit public parks, conservation lands, and recreational buildings associated with conservation lands and public parks;
  - vii) an Open Space (OS5) Zone to permit conservation lands, conservation works, passive recreation uses which include hiking trails and multi-use pathways, and managed woodlots;
  - viii) an Urban Reserve Special Provision (UR4( )) Zone to permit such uses as existing dwellings, agricultural uses, conservation lands, passive recreation uses, kennels, and private outdoor recreation clubs; together with a special provision for a minimum lot area of 7.0 hectares;
  - ix) a holding Urban Reserve Special Provision (h-82•UR4( )) Zone to permit such uses as existing dwellings, agricultural uses, conservation lands, passive recreation uses, kennels, and private outdoor recreation clubs; together with a special provision for a minimum lot area of 160 square metres and no minimum lot frontage requirement;
  - x) an Agricultural Special Provision (AG1( )) Zone to permit agricultural uses, kennels, conservation lands, nursery, passive recreation uses, farm markets, and greenhouses; together with a special provision for a minimum lot area of 2.6 hectares; and,

- xi) an Agricultural Special Provision (AG1( )) Zone to permit agricultural uses, kennels, conservation lands, nursery, passive recreation uses, farm markets, and greenhouses; together with a special provision for a minimum lot area of 1.5 hectares and minimum lot frontage of 50 metres;

it being noted that the following holding provisions have also been applied:

- (h) - to ensure orderly development and adequate provision of municipal services, the "h" symbol shall not be deleted until the required security is provided and that the conditions of draft plan approval will ensure the execution of a subdivision agreement prior to development;
- (h-54) - to ensure completion of noise assessment reports and implementation of mitigation measures for development adjacent arterial roads;
- (h-71) ) - to encourage street oriented development the Owner shall prepare a building orientation plan to be incorporated into the approved Site Plan and Development Agreement;
- (h-82) – to ensure consistent lotting pattern and that any part blocks are consolidated with adjacent lands; and,
- (h-100) – to ensure there is adequate water service and appropriate access, a looped watermain system must be constructed and a second public access must be available;

it being noted that modifications to Map 1 – Place Types and Map 3 – Street Classifications in The London Plan reflecting the amendments as recommended in clauses c) and d) above will be undertaken by the Civic Administration and will be brought forward to the Municipal Council as part of a future comprehensive review; and,

- i) the applicant BE ADVISED that Development Finance has summarized the estimated costs and revenues information appended to the staff report dated November 20, 2017 as Appendix "E". (2017-D09)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

13. Building Division Monthly Report for September 2017

That the Building Division Monthly Report for the month of September, 2017 BE RECEIVED.

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

### III. SCHEDULED ITEMS

14. 13th and 14th Reports of the London Advisory Committee on Heritage

That, the following actions be taken with respect to the 13th and 14th Reports of the London Advisory Committee on Heritage from its meetings held on November 8 and November 16, 2017, respectively:

- a) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to a request for the demolition of the heritage listed property located at 491 Base Line Road East:
  - i) the property located at 491 Base Line Road East BE REMOVED from the *Inventory of Heritage Resources* (the register);
  - ii) the Managing Director, Development and Compliance Services and Chief Building Official BE ADVISED that Municipal Council consents to the requested demolition of the above-noted property; and,

- iii) the property owner BE REQUESTED to salvage the decorative wood paneled front door alcove and surround;

it being noted that the London Advisory Committee on Heritage (LACH) received the presentation appended to the 13th Report of the LACH from L. Dent, Heritage Planner and verbal delegations from T. Dingman, Consultant and R. Mostafa and S. Ameen, the property owners with respect to this matter;

- b) the City Clerk BE REQUESTED to amend the London Advisory Committee on Heritage Terms of Reference to remove the Agricultural Advisory Committee voting representative from the membership; it being noted that the Municipal Council resolution from the meeting held on October 17, 2017 with respect to the 3rd Report of the Agricultural Advisory Committee and its related request, was received;
- c) the following actions be taken with respect to the Notice of Application, dated October 30, 2017, from N. Pasato, Senior Planner, with respect to the application by MHBC Planning related to the properties located at 3700 Colonel Talbot Road and 3645 Bostwick Road:
  - i) it BE NOTED that the property located at 3700 Colonel Talbot Road is currently listed in the *Inventory of Heritage Resources* (the register); and,
  - ii) all future Notices with respect to this property BE REFERRED to the Stewardship Sub-Committee for consideration;
- d) the Managing Director, Planning and City Planner and the Managing Director, Development and Compliance Services and Chief Building Official BE REQUESTED to provide a response with respect to the feasibility of requiring an approved Building Permit as a pre-condition for the approval of a request for demolition of a heritage designated property; it being noted that the London Advisory Committee on Heritage received a communication dated October 12, 2017 from S. Adamsson with respect to this matter;
- e) clauses 1, 2, 4, 7, 9 and 10 of the 13th Report of the London Advisory Committee on Heritage BE RECEIVED;
- f) the Municipal Council and the Civic Administration BE ADVISED of the following with respect to the staff report dated November 16, 2017, from the Director, Roads and Transportation, related to the Wharnccliffe Road South Environmental Assessment and the property located at 100 Stanley Street:
  - i) the London Advisory Committee on Heritage (LACH) supports the property at 100 Stanley Street remaining in-situ; it being noted that the LACH appreciates the preliminary recommendation, as outlined in the above-noted staff report which includes the Heritage Impact Statement, to relocate the house but this is not the preferred option for the LACH; and,
  - ii) the LACH has serious concerns about the impact of the proposed road widening on the property located at 100 Stanley Street;

it being noted that the LACH received a presentation appended to the 14th Report of the LACH from G. Thompson, WSP Group and R. Unterman, Unterman McPhail Associates and heard a verbal delegation from N. Finlayson, the property owner; and,

- g) clause 1 of the 14th Report of the London Advisory Committee on Heritage BE RECEIVED.

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

15. Property located at 491 Base Line Road East - Request for Demolition of Heritage Listed Property

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, relating to the request for the demolition of a heritage listed property located at 491 Base Line Road East, the following actions be taken:

- a) 491 Base Line Road East BE REMOVED from the Inventory of Heritage Resources (the Register);
- b) the Chief Building Official BE ADVISED that Municipal Council consents to the requested demolition on this property; and,
- c) the property owner BE REQUESTED to salvage the decorative wood panelled front door alcove and surround;

it being pointed out that at the public participation meeting associated with this matter, the individual indicated on the attached public participation meeting record made an oral submission regarding these matters;

it being further noted that the Planning and Environment Committee reviewed and received a communication dated November 3, 2017, from K. Denkers, 495 Base Line Road East, with respect to this matter. (2017-R01)

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

Voting Record:

Motion to open the public participation meeting.

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

16. Property located at 447 Old Wonderland Road (555 Teeple Terrace) (SPA17-031)

That on the recommendation of the Manager, Development Planning, the following actions be taken with respect to the site plan control approval application relating to the property located at 447 Old Wonderland Road (proposed address 555 Teeple Terrace):

- a) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Site Plan Approval to permit the construction of a two storey medical office at the north east corner of Wonderland Road South and Teeple Terrace:
  - i) the loss of the trees approximately four years ago caused a significant loss of privacy and has scarred the community;
  - ii) the loss of privacy, as the condominiums will be located in close proximity to the proposed building;
  - iii) the light standard that is shown on the photometric plan is on the lot line and should be moved to the island in the parking lot, or further west on the property;
  - iv) the grading where the hill is located, on city property, needs to have a noise attenuation barrier or be regraded;
  - v) the tree in the northeast corner of the property is large and should be retained; noting that it is not shown on any of the plans;
  - vi) the buffer zone should be increased to six metres;

- vii) the proposed location for the storage of the snow will have a negative impact on the vegetation, drainage, will cause erosion and will result in the loss of parking spaces;
- viii) the number of parking spaces has been reduced from ninety-seven to eighty-five without an explanation;
- ix) traffic concerns related to trucks stopping along Teeple Terrace to unload supplies, as there is no provision for the trucks to enter the property;
- x) the lack of a provision for garbage storage as it has not been determined who will be picking up the garbage and depending on where the garbage is stored, the amount of odour that it will generate and affect neighbouring properties;
- xi) the design of the building is not in keeping with the character of the neighbourhood;
- xii) an eight foot property fence for increased privacy;
- xiii) a sound attenuation barrier to decrease the noise from the top of the proposed building from air conditioning, heating, etc.;
- xiv) frosted windows across the back of the building to ensure privacy;
- xv) the rear-lighting should be turned off or down at the back of the building at night;
- xvi) any lighted signage be placed on the Wonderland Road South side of the building; and,
- xvii) enhanced tree planting along the eastern boundary of the property between the parking lot and 525 Teeple Terrace be included in the plan; and,

- b) the Approval Authority BE ADVISED that the Municipal Council concurred in the concerns outlined by the public as noted in part a) above, and that the Municipal Council supports the Site Plan application subject to material measures addressing the concerns be undertaken;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2017-D11)

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

Voting Record:

Motion to open the public participation meeting

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

#### **IV. ITEMS FOR DIRECTION**

##### 17. Dundas Place Management and Dundas Field House

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to Dundas Place Management and Dundas Place Field House:

- a) the Dundas Place, Place Management Model appended to the staff report dated November 20, 2017 as Appendix "B" BE ADOPTED;
- b) the Dundas Place Governance Model and the Dundas Place Operational Model appended to the staff report dated November 20, 2017 as Appendix "C" BE ADOPTED;

- c) subject to the approval of the 2018 Budget Amendment through the 2018 Budget Update process, appended to the staff report dated November 20, 2017 as Appendix "A", the Civic Administration BE DIRECTED to:
  - i) provide funding through Main Street London for the hiring of one full-time employee as the Dundas Place Manager for up to a two-year temporary term commencing in 2018;
  - ii) provide operational funding to achieve increased standards of maintenance, security and activation on Dundas Place; and,
  - iii) establish one Dundas Place Field House;
- d) the Core Area Steering Committee BE DIRECTED to set the mandate, goals, objectives, and performance measures of the Dundas Place Management entity and that the MainStreet London Board BE REQUESTED to execute management oversight of this entity; and,
- e) the Civic Administration BE DIRECTED to report back at a future Planning and Environment Committee meeting to report on results of monitoring all aspects of Dundas Place Management by mid-2019 in order to inform the development of the 2020-2023 Multi Year Budget. (2017-D19)

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (6)

Voting Record:

Motion to approve part c) ii) which reads as follows:

"ii) provide operational funding to achieve increased standards of maintenance, security and activation on Dundas Place;"

Motion Passed

YEAS: M. Brown, T. Park, M. Cassidy, A. Hopkins, S. Turner (5)

NAYS: J. Helmer (1)

18. Tree Protection By-law - Implementation Review (C.P. 1515-228)

That, the staff report dated November 20, 2017, entitled "The City of London Tree Protection By-Law C.P.-1515-228 Implementation Review" BE RECEIVED for information. (2017-E04)

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

19. Atlantis Realty Services

That delegation status BE GRANTED to M. Zucchet, Vice President, Property Management, Atlantis.

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

**V. DEFERRED MATTERS/ADDITIONAL BUSINESS**

20. (ADDED) 4th Report of the Agricultural Advisory Committee

That the following actions be taken with respect to the 4th Report of the Agricultural Advisory Committee from its meeting held on November 15, 2017:

- a) the following actions be taken with respect to the Notice of Application dated July 5, 2017, from J. Adema, Planner II, with respect to an

application by 2533430 Ontario Inc. related to the property located at 6188 Colonel Talbot Road:

- i) Municipal Council and the Managing Director, Planning and City Planner BE ADVISED that the Agricultural Advisory Committee (AAC) supports the application by 2533430 Ontario Inc. regarding a hydroponic mushroom farm on the property located at 6188 Colonel Talbot Road; and,
  - ii) the Municipal Council and the Civic Administration BE ENCOURAGED to explore new, innovative agricultural businesses and opportunities in the City of London and to find solutions for the growth of these enterprises;
- b) support in the amount of \$500.00 from the 2017 Agricultural Advisory Committee (AAC) budget for the Advisory Committee on the Environment Resilient Cities Conference BE APPROVED; it being noted that the AAC has sufficient funds in its 2017 Budget allotment for this expense; and,
- c) clauses 1 to 4 and 7, BE RECEIVED.

Motion Passed

YEAS: T. Park, M. Cassidy, J. Helmer, A. Hopkins, S. Turner (5)

## **VI. CONFIDENTIAL**

*(Confidential Appendix enclosed for Members only.)*

The Planning and Environment Committee convened in camera from 7:18 PM to 7:19 PM after having passed a motion to do so, with respect to the following matters:

- C-1. A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2018 Mayor's New Year's Honour List.
- C-2. A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2018 Mayor's New Year's Honour List.

## **VII. ADJOURNMENT**

The meeting adjourned at 7:19 PM.



**10TH REPORT OF THE**  
**ADVISORY COMMITTEE ON THE ENVIRONMENT**

Meeting held on November 1, 2017, commencing at 12:15 PM, in Committee Room #4, Second Floor, London City Hall.

**PRESENT:** S. Ratz (Chair), S. Brooks, M. Hodge, J. Howell, L. Langdon, N. St. Amour and D. Szoller and J. Bunn (Secretary).

**ABSENT:** K. Birchall, M. Bloxam, S. Hall, R. Harvey, G. Sass, T. Stoiber and A. Tipping.

**ALSO PRESENT:** T. Arnos, L. Maitland, J. Stanford and C. Warring.

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**I. CALL TO ORDER**

The meeting adjourned at 12:45 PM due to lack of quorum.

**NEXT MEETING DATE:** December 6, 2017

Bill No. 662  
2017

By-law No. A.-\_\_\_\_\_

A by-law to confirm the proceedings of the Council Meeting held on the 28<sup>th</sup> day of November, 2017.

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 Municipal Board is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on November 28, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

Bill No. 663  
2017

By-law No. A.-\_\_\_\_\_

A by-law to authorize and approve a Service Agreement between The Corporation of the City of London and Esri Canada Limited and to authorize the Mayor and the City Clerk to execute the Service Agreement.

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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Service Agreement with Esri Canada Limited;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Service Agreement on behalf of the City;

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

1. The Service Agreement attached hereto as Schedule "A", being a Service Agreement between the City and Esri Canada Limited, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Service Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 28, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

Customer Name		<b>The Corporation of the City of London</b>
Customer Address		<b>300 Dufferin Avenue, London, Ontario, N6A 4L9</b>
Contact Person		<b>Gary Stronghill, Manager, Infrastructure Systems, Geomatics Division</b>
Telephone Number		<b>519-661-2489 Ext. 5172</b>
Fax Number		
E-mail Address		<b>gstronghill@london.ca</b>
Deliverables/Services Description		<b>Statement of Work: Cityworks Computerized Maintenance Management System (CMMS) Implementation and Professional Services - Phase 1, September 5, 2017 attached as Schedule "A"</b>

**This Professional Services Agreement ("Agreement")** is effective as of the [REDACTED] day of [REDACTED], 2017 between **Esri Canada Limited ("Esri Canada")** with its principal office at 12 Concorde Place, Suite 900, Toronto, Ontario M3C 3R8 and **The Corporation of the City of London ("Customer")** with an office at 300 Dufferin Avenue, London, Ontario, N6A 4L9.

Customer desires to retain Esri Canada to perform the Deliverables described in the Statement of Work: Cityworks Computerized Maintenance Management System (CMMS) Implementation and Professional Services - Phase 1, September 5, 2017 (the "**SOW**") in accordance with the terms and conditions of this Agreement.

In consideration of the mutual benefits and obligations contemplated in this Agreement, (the sufficiency of which is acknowledged by each party), Esri Canada and Customer agree as follows:

### 1. Definitions

**"COTS Products"** means any standard use or commercial- off- the-shelf (COTS) products including but not limited to third party COTS software or other Geographic Information Systems (GIS) products that Esri Canada markets, distributes or resells in its ordinary course of business.

**"COTS Products Maintenance"** means any applicable maintenance and technical support for COTS Products.

**"Deliverables"** means the professional services and deliverables outlined in the SOW that are to be provided by Esri Canada to Customer, including any other services or deliverables that Esri

Canada and Customer may agree upon as extras to or amendments of this Agreement. For the avoidance of doubt, the definition of Deliverables does not include COTS Products.

## 2. Professional Services

2.1 Customer retains Esri Canada to perform the Deliverables upon the terms and conditions contained in this Agreement. The performance of the Deliverables shall commence on the commencement date specified in the SOW. This Agreement shall remain in effect until terminated in accordance with Section 10.

2.2 This Agreement is solely for the provision of the Deliverables and excludes the supply of all COTS Products and COTS Products Maintenance which if required must be procured separately.

2.3 As part of the Deliverables, Esri Canada will provide to Customer such user needs consulting as indicated in the SOW. The SOW sets out the time schedule and specifications for the provision of the Deliverables.

2.4 Esri Canada's performance of the Deliverables is dependent in part on Customer's actions. Any dates or time periods relevant to the performance of the Deliverables by Esri Canada shall be appropriately extended to account for any delays caused or occasioned by Customer or any Customer representative, including delays resulting from Customer's failure to perform any of its obligations pursuant to this Agreement. Furthermore, if any delay continues after notification to Customer, Esri Canada shall be entitled to issue a Change Request (as defined in Section 9) for all reasonable costs and charges sustained or incurred as a result of the delay including additional time and materials (at Esri Canada's then current per diem rates) expended by Esri Canada.

2.5 Customer will confirm the schedule of date(s) for any workshop or analysis ("**Event**") at least 6 weeks in advance. Requests for any change or revision to the date received by Esri Canada less than 3 weeks prior to the Event shall entitle Esri Canada to issue a Change Request for any additional rescheduling costs.

## 3. Acceptance Testing

3.1 Esri Canada shall use reasonable commercial efforts to develop and deliver the Deliverables as set out in the SOW. Esri Canada shall deliver to Customer the accompanying documentation and any other additional instructions pertaining to the Deliverables as applicable. Esri Canada shall notify Customer in writing when the Deliverables or any portion thereof, is ready for acceptance testing or Customer approval. Customer shall have the period(s) of time as specified in the SOW or any other time period mutually agreed in writing (the "**Acceptance Testing Period**") to inspect and evaluate the Deliverables or any portion thereof delivered to Customer. Esri Canada shall meet the commercially reasonable requests of Customer for telephone advice and assistance in connection with Customer's acceptance testing of the Deliverables.

3.2 If prior to the end of the Acceptance Testing Period, Customer completes the acceptance testing of the Deliverables, it shall provide immediate written notice of such completion to Esri Canada. However, if during the Acceptance Testing Period, Customer notifies Esri Canada in writing of any significant functional or technical deficiency or deficiencies in the Deliverables or any portion thereof (a "**Deficiency Notice**"), Esri Canada shall use commercially reasonable efforts to correct such deficiency or deficiencies within a reasonable period of time except as otherwise specified in the SOW. A "significant functional or technical deficiency" refers to any deficiency that renders the Deliverables or any portion thereof inoperable or otherwise materially

non-complying as provided for in the SOW. In such event, the Acceptance Testing Period shall be extended for the applicable period of time and the provisions of this subsection 3.2 shall re-apply.

3.3 Customer shall be deemed to have accepted the Deliverables or any portion thereof on the earlier of the following (the "**Acceptance Date**"): (a) the date Customer provides a written notice to Esri Canada specifying that Customer has reviewed and accepted the Deliverables; or (b) the expiry date of the applicable Acceptance Testing Period; or (c) the date that any portion of the Deliverables delivered by Esri Canada is put into production or operation use or any commercial exploitation use by Customer or under the authority of Customer whether or not Customer has certified its acceptance of such Deliverables.

3.4 Esri Canada will notify Customer in writing when any document Deliverable provided ("**Document Deliverable**") is ready for Customer's approval and the following acceptance requirements shall apply:

(a) Customer shall have 5 business days from receipt of the Document Deliverable unless otherwise specified in the SOW or such other time period mutually agreed in writing between the parties ("**Acceptance Review Period**") to inspect and evaluate the Document Deliverable;

(b) Before the end of the Acceptance Review Period, Customer shall provide written notice of completion of inspection of the Document Deliverable;

(c) If during the Acceptance Review Period, Customer notifies Esri Canada in writing of any deficiencies in the Document Deliverable, Esri Canada will provide a revised Document Deliverable within 5 business days or such other time period mutually agreed in writing between the parties;

(d) Customer shall have 5 business days or such other time period mutually agreed in writing between the parties from receipt of the revised Document Deliverable to re-inspect and re-evaluate the revised Document Deliverables;

(e) If Customer still considers the Document Deliverable to be deficient, the process set out in subsection 3.4 (b), (c) and (d) (a "**Review Cycle**") may only be repeated one additional time only (thereby resulting in a maximum of 2 Review Cycles) except as otherwise mutually agreed to in writing between the parties. For avoidance of doubt, there shall be no more than 2 Review Cycles to a Document Deliverable unless otherwise mutually agreed in writing between the parties; and

(f) Customer shall be deemed to have accepted the Document Deliverable on the earlier of the following dates: (i) the date of provision of written notice by Customer to Esri Canada that Customer has reviewed and accepted the Document Deliverable; or (ii) the expiry date of the applicable Acceptance Review Period.

#### **4. Ownership of Intellectual Property Rights**

4.1 Any and all title and interest in the intellectual property rights to the Deliverables created or supplied by or on behalf of Esri Canada pursuant to this Agreement shall belong to Esri Canada. Esri Canada grants to Customer a personal, non-exclusive and non-transferable license to copy, use and modify such Deliverables for Customer's internal use.

4.2 All intellectual property and proprietary right, title and interest in and to all copies, modifications and derivatives of the Deliverables, whether or not created by Esri Canada or Customer, shall belong to Esri Canada.

4.3 To the extent Customer acquires any rights in the Deliverables, or in any copies, modifications or derivatives thereof, Customer assigns to Esri Canada all of Customer's right, title and interest, including intellectual property rights in such Deliverables and in any such copies, modifications and derivatives thereof. In addition, Customer shall secure the unconditional waiver in favour of Esri Canada of all moral rights in such Deliverables and in any such copies, modifications and derivatives thereof.

4.4 Title to and ownership of all computer code, scripts, utilities, materials and documentation owned by a third party or developed outside the scope of this Agreement by any third party (collectively "**Third-Party Materials**") and used by Esri Canada in connection with this Agreement, together with all intellectual property rights in such Third-Party Materials shall remain with such third party, whether or not they are specifically adapted by Esri Canada for use by Customer. To the extent any Third-Party Materials are incorporated in any Deliverables delivered to Customer pursuant to this Agreement, Esri Canada shall secure for Customer an applicable license to use such Third-Party Materials.

## **5. Charges and Payment**

5.1 The charges for the Deliverables are fixed as indicated in the payment schedule attached as Schedule "B". Customer shall pay all applicable sales, use and excise taxes, and any other assessments in the nature of taxes however designated on or resulting from this Agreement, not including taxes based on Esri Canada's net income.

5.2 If requested, Esri Canada may provide fee estimates initially or during the course of the project (including those provided pursuant to a Change Request). Customer acknowledges that in many cases rendering meaningful fee estimates is difficult except for routine procedures and that all such estimates should be viewed solely as estimates, subject to reasonable adjustment as the facts and circumstances of the project requires.

5.3 In addition to the service charges payable hereunder for the provision of Deliverables, Customer shall reimburse Esri Canada for all cost of materials and reasonable out-of-pocket expenses incurred by Esri Canada in connection with the Deliverables, provided that such cost and expenses have been authorized in advance in writing by Customer.

5.4 Esri Canada will invoice Customer in accordance with the SOW and Schedule "B". Unless otherwise indicated, Esri Canada invoices will be paid within 30 calendar days of the date of the invoice. Overdue invoices shall bear interest at 1 percent per month (equivalent to 12.56% per annum).

## **6. Access to System**

6.1 Subject to the security requirements of Customer, Esri Canada or its designated representative shall have reasonable access to Customer's system to enable Esri Canada or its designated representative to perform the Deliverables. Customer shall provide, at no cost to Esri Canada:

(a) sufficient working space required by Esri Canada to perform the Deliverables;

- (b) office supplies and services such as photocopying, facsimile and telephone (except long distance); and
- (c) remote access to Customer's system, if required, in order to facilitate the performance of the Deliverables, including the remote diagnosis and correction of any errors in the Deliverables.

Customer shall bear the agreed-upon cost, including all out-of-pocket expenses of the above items.

## **7. Warranties, Disclaimers and Limitation of Liability**

### **7.1 Limited Warranty on Deliverables:** Esri Canada warrants that:

- (a) all services shall be performed in full conformity with this Agreement with the degree of skill and care expected of persons who perform similar services and in accordance with accepted industry practices; and
- (b) that for a period of 30 calendar days from the Acceptance Date of: (i) the Deliverable, or (ii) of the final Deliverable where the project encompasses more than one Deliverable and more than one delivery date (the "**Warranty Period**"), the Deliverable(s) if properly installed on the hardware and operating system specified therefore, shall operate and function in substantial conformity with the applicable specifications set out in the SOW.

Notwithstanding the foregoing, the services to be performed by Esri Canada are of a complicated and technical nature and may have minor or inherent deficiencies. In the event of a material non-compliance with the applicable specifications set out in the SOW during the Warranty Period, Esri Canada will, at its sole cost, use commercially reasonable efforts to provide all programming and remedial services necessary to correct such non-compliance of Deliverables provided that such non-compliance does not result from modifications to the Deliverables made by any person other than Esri Canada or its authorized agents.

**7.2 No Other Warranties:** To the extent permitted by applicable law, Esri Canada and its suppliers disclaim all other warranties, representations, conditions or guarantees, either express or implied, including but not limited to, implied warranties of durability, merchantability and fitness for a particular purpose with regard to the Deliverables.

The Deliverables are not fault intolerant and are not intended for use or to be relied upon in connection with critical health and safety or in environments that require fail-safe performance ("**Fault-Intolerant Activities**"). Esri Canada specifically disclaims any express or implied warranty of fitness for use in Fault-Intolerant Activities.

**7.3 No Liability for Consequential Damages:** In this subsection, "***Special Damages***" means special, incidental, indirect, punitive, exemplary, consequential damages, losses or expenses of any kind or nature whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, loss of records or data or any other pecuniary loss).

**In no event shall Esri Canada or its suppliers be liable for any Special Damages arising out of the use of or inability to use the Deliverables or in connection with this Agreement, even**



if caused by Esri Canada's or its suppliers' negligence or even if Esri Canada has been advised of the possibility of such damages.

**7.4 Limits on Liability:** If for any reason, Esri Canada becomes liable to Customer or any other person for direct or any other damages, losses or expenses for any cause whatsoever, and regardless of the form of action (in contract, tort, strict liability, or other theory of liability), incurred in connection with this Agreement or the Deliverables, then the aggregate liability of Esri Canada for all damages, injury, and liability incurred by Customer and all other parties in connection with the Deliverables or this Agreement shall be limited to an amount equal to the charges associated with the provision of such Deliverables that gave rise to the claim for damages.

## **8. Confidentiality and Privacy**

8.1 In this Section 8:

**"Trade Secret"** means any information, including software and hardware configurations and software design and customization, identified or reasonably identifiable as confidential and proprietary information of Customer or Esri Canada which: (a) derives economic value, actual or potential, from not being generally known to other persons who might obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**"Confidential Information"** means any information, including software or hardware configuration and software design and customization, identified or reasonably identifiable as confidential and proprietary information of Customer or Esri Canada concerning such party's business interests that is not generally available to third parties including:

- production processes, business plans and other materials or information relating to the business of such party;
- portions of computer software (in source and/or executable code) and related documentation that does not obtain trade secret status in any media, including all modifications, enhancements and versions and all options available with respect thereto; and
- information defined above as a Trade Secret but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law.

8.2 The Trade Secrets and Confidential Information shall include all the information one party receives from the other that is designated as confidential or is reasonably regarded as confidential.

8.3 Each party shall:

- maintain the secrecy of the other party's Trade Secrets and Confidential Information; and
- not use any of them except for the performance of the Deliverables or disclose same to anyone with the exception of the minimum number of the receiving party's employees or agents who have a need to know such information, provided all such persons understand and acknowledge in writing their obligation and willingness to preserve and hold such information in the strictest confidence.

8.4 Trade Secrets and Confidential Information shall not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party without obligations of confidentiality.

8.5 This Agreement is subject to all applicable Canadian privacy laws including the Municipal Freedom of Information and Protection of Privacy Act. To the extent feasible, Customer shall avoid the disclosure of personal information to Esri Canada unless such disclosure is necessary for Esri Canada's performance of the Deliverables. In the event that personal information disclosure is required, Customer shall provide Esri Canada with written notice of such personal information prior to or at the time of its disclosure.

8.6 Esri Canada provides professional services for businesses other than Customer including other companies in the same industry as Customer. This Agreement shall not prohibit Esri Canada from representing or performing professional services for such other businesses.

## 9. Change of Scope

9.1 If at any time during the term of this Agreement, Customer desires Esri Canada to provide any additional services or deliverables in the form of an addition, modification or, a change to the scope of the existing Deliverables ("**Change Request**"), the following process will apply:

(a) Customer will provide in writing any request for a change or addition to the Deliverables by completing a Project Change Control Form attached as Schedule "C".

(b) Esri Canada will respond in writing by completing appropriate portions of the Project Change Control Form setting out Esri Canada's personnel and resources necessary to satisfy the Change Request and the impact, if any, on the completion date and changes in costs.

(c) To implement the Change Request, Customer shall authorize Esri Canada to perform the Change Request by returning a signed copy of the Project Change Control Form completed by Esri Canada within 5 business days of its initial receipt. Esri Canada will only provide the Deliverables in the Project Change Control Form once the signed form has been received, not in advance.

(d) If Customer does not deliver a signed copy of the Project Change Control Form within 5 calendar days of Customer's initial receipt, Esri Canada shall consider that Customer does not wish to proceed with such Change Request.

(e) Each duly authorized Change Request signed by Esri Canada shall be deemed incorporated into this Agreement and shall constitute a formal change to this Agreement, adjusting fees, specifications and completion date as agreed in each authorized Project Change Control Form. In no event shall the Deliverables be deemed altered, amended, enhanced or otherwise modified except in accordance with this Section 9.

## 10. Termination

10.1 **Immediate Termination.** Either party shall have the right, but not the obligation, to terminate this Agreement with immediate effect, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Agreement, if the other party:

(a) fails to cure a material breach of its obligations under this Agreement or does not cease any conduct in violation of this Agreement within 30 calendar days following written notice of such breach or violation from the other party; or

(b) ceases to carry on business, becomes or is declared insolvent or bankrupt, is subject to any proceeding relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes a general assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations.

**10.2 Termination with Notice.** Either party may terminate this Agreement, at its option, on 30 calendar days' written notice to the other party provided that all fees for Deliverables will be paid up to the effective date of termination, notwithstanding such termination.

**10.3 Suspension of Obligations.** If either party defaults in the performance or observance of any of its material obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend any or all its obligations under this Agreement impacted by such material breach without liability, until the other party's material default is remedied. For clarity, this Section shall not permit Customer to suspend its obligation to make payments accruing due and payable in respect of Deliverables not impacted by such material breach.

## **11. Non-Solicitation**

11.1 During the term of this Agreement and for a period of one year thereafter, in order to maintain a stable workforce and to operate its business, neither party nor any of a party's employees will solicit or encourage or otherwise direct any of the other party's employees or contractors to work elsewhere. Notwithstanding the foregoing, a party shall not be restricted from employing personnel who make unsolicited applications in response to a general advertisement or genuine public recruitment campaigns.

## **12. General**

**12.1 Complete Agreement.** This is the complete and exclusive statement of the Agreement between the parties and supersedes and merges all prior representations, proposals, understandings and all other agreements, oral or written, express or implied between the parties with respect to the subject matter of this Agreement.

**Any amendments to this Agreement must be in writing under a separate agreement created for such purpose and signed by an authorized representative of each party.**

**For clarity, any additional or superseding terms contained in any purchase order or other standard form documentation issued by Customer during the ordering process, other than non-conflicting product descriptions, quantities and pricing, are void and of no effect. No such terms override the terms of this Agreement irrespective of the date of issuance of such ordering process documentation or any signature, performance or action by Esri Canada.**

In the event of any conflict between the body of this Agreement and any Schedules attached to this Agreement, the body of this Agreement shall prevail.

12.2 **Notices.** All notices, demands or requests hereunder shall be in writing and shall be deemed properly delivered when sent to any other party by registered mail, electronically receipted facsimile or other similar means of electronic transmission or receipted commercial courier. Any such document sent by facsimile or other similar means of electronic transmission shall be deemed to have been received on the business day next following its transmission, and, if by registered mail, on the third business day next following its mailing.

12.3 **Governing Law and Jurisdiction.** This Agreement and performance hereunder shall be governed by the laws of the Province of Ontario and the applicable laws of Canada, without regard to conflict of laws provisions thereof. The parties irrevocably consent to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario.

12.4 **Interpretation.** No provision of this Agreement shall be interpreted against any party merely because that party or its legal representative drafted the provision.

12.5 **Severability.** If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, provincial or local Government having jurisdiction over this Agreement, such part, term or provision shall be enforced to the maximum extent permitted by law and the validity of the remaining portions or provisions shall not be affected thereby.

12.6 **Waiver.** No delay on the part of either party in exercising any right or remedy nor any failure to enforce compliance under this Agreement shall operate as a waiver thereof, unless expressly agreed to in writing by such party. Any such written waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. The single or partial exercise of any right or remedy under this Agreement by either party shall not preclude any other or further exercise of such right or remedy.

12.7 **Headings.** The headings in this Agreement are inserted for convenience only and shall not be construed to limit, or state the priority of any provision in this Agreement.

12.8 **No Assignment.** This Agreement may not be assigned or otherwise transferred by Customer in whole or in part without the express prior written consent of Esri Canada, which consent may be withheld at its sole discretion. Esri Canada may not assign this Agreement or any rights hereunder without Customer's written consent, which shall not be unreasonably withheld.

12.9 **Force Majeure.** With the exception of any amounts payable hereunder by Customer to Esri Canada, each party shall be excused from performance under this Agreement for any period of time and to the extent that it is prevented from performing any of its obligations under this Agreement, in whole or in part, as a result of delays caused by any event or circumstance beyond its reasonable control including without limitation by classification to delays resulting from an act of God, natural disaster, major power outage, cyber-attack, act of government or court order. Such non-performance will not be a default under this Agreement nor a ground for termination of this Agreement so long as the excused party makes reasonable efforts to mitigate the effects of any such delay.

12.10 **Survival.** In the event of any expiration or termination of this Agreement, for any reason whatsoever, the provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including without limitation Sections 4, 7, 8 and 11.

12.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed upon electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed upon electronic form as original signatures of the parties. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.

### 13. Dispute Resolution

13.1 **Disputes.** Any dispute, controversy or claim (a “**Dispute**”) arising out of or in connection with this Agreement or in respect of any defined legal relationship associated therewith or derived therefrom, shall be resolved in accordance with the provisions of this Section 13.

13.2 **Escalation of Dispute.** Any Dispute will be initially referred by the parties to each party’s representative for negotiation. If the representatives are unable to resolve the dispute within 5 business days after such referral, the Dispute shall be promptly referred to John Kitchen, Vice President and General Manager on behalf of Esri Canada and to the Chief Operating Officer (or substantial equivalent) of Customer for resolution. If such persons are unable to resolve the Dispute within 5 business days after such referral, the Dispute shall be submitted for resolution in accordance with subsection 13.3.

13.3 **Mediation.** The parties shall attempt to resolve any Dispute that has not been resolved by the procedures set forth in subsection 13.2 by structured negotiation with the assistance of a mediator appointed by the ADR Chambers, Toronto. If the Dispute cannot be settled within a period of 30 calendar days after the mediator is appointed (or such longer period as agreed to by the parties), the Dispute will be referred to, and conclusively settled by arbitration in accordance with subsection 13.4.

13.4 **Arbitration.** Any Dispute that has not been resolved by the procedures set forth in subsection 13.3 shall be referred to and settled by arbitration in accordance with the applicable provincial legislation for Ontario. The place of the arbitration shall be in Toronto, Ontario or as otherwise agreed in writing by the parties. If the arbitrator fails to render a decision within 30 calendar days following the final hearing of the arbitration, any party to the arbitration may terminate the appointment of the arbitrator and a new arbitrator shall be appointed in accordance with these provisions.

If the parties are unable to agree on an arbitrator or if the appointment of an arbitrator is terminated in the manner provided for above, then any party to this Agreement shall be entitled to apply to any applicable judge within the justice system of Ontario to appoint an arbitrator and the arbitrator so appointed shall proceed to settle the Dispute in accordance with the provisions of this Section 13. Any award or decision made by an arbitrator appointed under this Section 13 is final and binding upon the parties to this Agreement and may be enforced in the same manner as a judgment or order to the same effect in Ontario and no appeal shall lie therefrom.

13.5 **Injunctive Relief.** Notwithstanding the provisions of this Section 13, each party shall retain the right to seek immediate injunctive relief if, in its reasonable business judgment, such relief is necessary to protect its interests prior to utilizing or completing the dispute resolution processes described in this Section 13, such as, for example, a claim by a party based on a breach of the confidentiality obligations under this Agreement.

**14. Choice of Language (only applicable in Quebec).**

14.1 It is the express wish of the parties that this document and any related documents be drawn up and executed in English. Les parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés et signés en anglais.

**IN WITNESS WHEREOF** the parties have signed this Agreement through their authorized respective officers as of the date first indicated above.

**Esri Canada Limited**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Position

**The Corporation of the City of London**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Matt Brown  
Mayor  
City of London

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cathy Saunders  
City Clerk  
City of London

**SCHEDULE "A"**

**Statement of Work: Cityworks Computerized Maintenance Management System (CMMS)  
Implementation and Professional Services - Phase 1, September 5, 2017 (attached)**

## SCHEDULE “B”

### Payment Schedule

#### Fees

This is a fixed fee project based upon the scope defined in the Statement of Work for the City of London CMMS – Phase 1. The City shall pay to Esri Canada fees in the amount of \$974,700 in accordance with the milestone payment schedule below.

The following table represents the milestone payment plan for the agreement, which is structured under a fixed fee arrangement. Payment will be made by the City upon its acceptance of the applicable Deliverables. Travel expenses have been estimated at \$63,800 and will be billed as incurred monthly in accordance with the terms and conditions of this Agreement.

#### Milestone Billing Plan (not including applicable taxes and travel expenses):

City of London – Milestone Billing Plan		
Milestone	Deliverables	Payment Schedule
<b>Project Planning &amp; Initiation #1</b>	Completion of the following deliverables: <ul style="list-style-type: none"> <li>• Finalize SOW, Project Plan and Resourcing</li> <li>• Project plan in MS Project format. Deliver project plan in .pdf format for distribution to project team members as required</li> <li>• Cityworks installation on one (1) development environment and on one (1) test environment.</li> <li>• Environments fully tested to ensure they are operational.</li> <li>• Step-by-step installation documents</li> <li>• Kick Off Meeting</li> <li>• Core team overview training</li> </ul>	\$35,000



<p><b>Solution &amp; Technical Design Workshops #2</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Conduct a one (1) day workshop for SAP &amp; PACP CCTV Tool functionality</li> <li>• Deliver Solution/Requirements matrix</li> <li>• Conduct a two (2) day workshop for Solution Design</li> <li>• Conduct a one (1) day workshop for core configuration and mobile solutions</li> <li>• Conduct a one (1) day workshop for AVL Enhancement</li> <li>• Conduct a one (1) day workshop for configuration templates</li> <li>• Conduct seven (7) days of workshops for Interface Strategy, Interface and, CCTV Design</li> </ul>	<p>\$72,000</p>
<p><b>Solution Workshop Notes #3</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide workshop notes of the solution design meetings facilitated by Esri Canada staff</li> <li>• One half (1/2) day walkthrough (via WebEx) to review the Solution Design Workshop Notes</li> <li>• One final version of the Solution Design Workshop Notes based on the outcome of the Solution Design workshop notes walkthrough.</li> </ul>	<p>\$22,400</p>
<p><b>Employee Master &amp; GL Master Interface Design #4</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document for each</li> </ul>	<p>\$33,000</p>

	interface that will have two (2) drafts and one final version	
<b>Material Master &amp; Job Code Design #5</b>	Completion of the following deliverables: <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document for each interface that will have two (2) drafts and one final version</li> </ul>	\$24,400
<b>Baseline Workshops #6</b>	Completion of the following deliverables: <ul style="list-style-type: none"> <li>• Conduct two (2) days of baseline scenario workshops</li> <li>• Develop up to six (6) baseline test cases for Water and six (6) for Storm &amp; Sewer</li> <li>• Provide two (2) four (4) hour WebEx session in each Phase to review baseline data collection</li> </ul>	\$35,000
<b>Employee Master &amp; GL Master Interface Development #7</b>	Completion of the following deliverables: <ul style="list-style-type: none"> <li>• Develop the interfaces – Cityworks side</li> <li>• Develop test cases</li> <li>• Complete unit testing and fixes</li> <li>• Update documentation and install in the City's DEV environment</li> </ul>	\$44,000
<b>Material Master &amp; Job Code Development #8</b>	Completion of the following deliverables: <ul style="list-style-type: none"> <li>• Develop the interfaces – Cityworks side</li> <li>• Develop test cases</li> <li>• Complete unit testing and fixes</li> <li>• Update documentation and install in the City's DEV environment</li> </ul>	\$35,000

<p><b>Equipment Master Interface Design &amp; Development #9</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document that will have two (2) drafts and one final version</li> <li>• Develop the interfaces – Cityworks side</li> <li>• Develop test cases</li> <li>• Complete unit testing and fixes</li> <li>• Update documentation and install in the City's test DEV environment</li> </ul>	<p>\$29,100</p>
<p><b>Baseline Configuration &amp; Presentations #10</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Complete baseline configuration based on the configuration spreadsheet populated by the City</li> <li>• Provide Baseline Presentations</li> </ul>	<p>\$39,600</p>
<p><b>JDE Work Order Create/Update Interface Design #11</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document that will have two (2) drafts and one final version</li> </ul>	<p>\$42,000</p>
<p><b>JDE Work Order Create/Status Interface Development #12</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Develop the interfaces – Cityworks side</li> <li>• Develop test cases</li> <li>• Complete unit testing and fixes</li> <li>• Update documentation and install in the City's test DEV environment</li> </ul>	<p>\$46,000</p>
<p><b>JDE Cost Interface Design #13</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document that will have two (2) drafts</li> </ul>	<p>\$42,000</p>

<p align="center"><b>Solution Requirements Document #14</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Develop two (2) drafts and one (1) Final version of the SRD</li> <li>• One half (1/2) day walkthrough (via WebEx) to review the SRD</li> </ul>	<p>\$40,200</p>
<p align="center"><b>Configuration #15</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide up to three (3) four (4) hour WebEx sessions during final data collection</li> <li>• Complete configuration of work orders, service requests and inspections as listed in the BRD</li> <li>• Complete data loads for contractors</li> <li>• Final configuration walkthrough</li> </ul>	<p>\$65,000</p>
<p align="center"><b>Reports &amp; Advanced UI #16</b></p>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• One (1) day of Cityworks ERD training provided to the City's designated report writer.</li> <li>• Eighty (80) hours of support for report design and development</li> <li>• One (1) day of Cityworks Layout Manager framework training.</li> <li>• One (1) day UI Requirements workshop</li> <li>• Document UI design requirements</li> <li>• Provide up to four (4) hour WebEx to review UI design document</li> <li>• Eighty (80) hours of forms configuration design, development, feedback and</li> </ul>	<p>\$51,000</p>

	testing (includes mobile forms configuration)	
<b>JDE Cost Interface Development #17</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Develop the interface – Cityworks side</li> <li>• Develop test cases</li> <li>• Complete unit testing and fixes</li> <li>• Update documentation and install in the City's DEV environment</li> </ul>	\$46,000
<b>AVL Interface Implementation &amp; Enhancement/Network Trace Tool #18</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Assist the City of London with the install and configuration of GeoEvent Server;</li> <li>• Design and develop an AVL enhancement;</li> <li>• Configure the Cityworks AVL plugin to consume the GeoEvent stream service;</li> <li>• Install and configure Cityworks AVL plugin;</li> <li>• Complete modifications and test;</li> <li>• Provide AVL plugin training</li> <li>• Install the Network Trace Tool in the DEV environment and assist the City with testing the tool by providing support</li> </ul>	\$43,800
<b>Data Broker Design &amp; Development #19</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document that will have two (2) drafts and final sign off;</li> </ul>	\$68,100

	<ul style="list-style-type: none"> <li>• Develop the Cityworks side to create the service requests in Cityworks including sending required data back via the data broker interface;</li> <li>• Complete unit testing and fixes;</li> <li>• Update documentation.</li> </ul>	
<b>PACP Tool &amp; Data Conversion #20</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide one (1) Interface Design Document that will have two (2) drafts and final sign off;</li> <li>• Develop data conversion scripts;</li> <li>• Data conversion unit testing;</li> <li>• Unit test data conversion;</li> <li>• Installation of data conversion scripts in the City's test environment;</li> <li>• Run data conversion against the City's test environment.</li> </ul>	\$34,000
<b>Final Preparation #21</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Deliver the final system deployment plan and checklist.</li> <li>• Develop the Solution Test Plan</li> <li>• Develop the User Acceptance Test Plan</li> <li>• Migration scripts from the development environment to the test and production environment;</li> <li>• Internal Testing of the QA/Test Environment to verify the successful migration of</li> </ul>	\$62,600

	<p>configuration and integration components;</p> <ul style="list-style-type: none"> <li>• Assist in the install and configuration of the Production environment;</li> <li>• Test/QA and Production Environments configured and tested.</li> </ul>	
<b>Deployment &amp; Training #22</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• Provide train-the-trainer training; <ul style="list-style-type: none"> <li>○ Cityworks Server AMS – Two (2) days</li> <li>○ Cityworks Administrator – Two (2) days</li> </ul> </li> <li>• Refresh the test environment for end-user and administrator training;</li> <li>• Provide assistance with developing a training plan;</li> <li>• Training support</li> </ul>	\$26,500
<b>Go Live &amp; Support #23</b>	<p>Completion of the following deliverables:</p> <ul style="list-style-type: none"> <li>• On-site support for the day prior to Go-Live, the day of Go-Live, and two days post Go-Live.</li> <li>• Remote support for 20 business days following the on-site support.</li> <li>• Configuration modifications assistance during the on-site and remote support based on changes determined during the live use of the system.</li> </ul>	\$38,000

	<ul style="list-style-type: none"> <li>• Project close-out meeting and report to verify the completion of all deliverables in the project</li> <li>• Migration to Esri Canada Technical Support</li> </ul>	
	<b>Total:</b>	<b>\$974,700</b>

### Rate Table

In the event a change request is submitted, the rates supporting the change request will be based on the following rate table.

Resource	Hourly Rate (\$ CAD)
Project Director	\$200
Project Manager	\$170
Technical Lead	\$180
Senior Consultant/Business Analyst	\$170
Trainer	\$150
System Architect	\$170
Configuration Analyst	\$150

The rates above may be increased by the Vendor annually according to the CPI based pricing formula provided below:

Annual increase in rates will be adjusted by the greater amount of either 3% or CPI for the City of London.



Bill No. 664  
2017

By-law No. A.-\_\_\_\_\_

A by-law to authorize and approve a Licence and Maintenance Agreement between The Corporation of the City of London and Azteca Systems LLC and to authorize the Mayor and the City Clerk to execute the Licence and Maintenance Agreement.

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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Licence and Maintenance Agreement with Azteca Systems LLC;

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Licence and Maintenance Agreement on behalf of the City;

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

1. The Licence and Maintenance Agreement attached as Schedule "A" to this by-law, being a Licence and Maintenance Agreement between the City and Axteca Systems LLC, is hereby AUTHORIZED AND APPROVED;
2. The Mayor and the City Clerk are hereby authorized to execute the Licence and Maintenance Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 28, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk



Azteca Systems, LLC, 11075 South State, Suite 24, SLC, UT, 84070, USA

• TEL 801.523.2751 • FAX 801.523.3734  
[www.cityworks.com](http://www.cityworks.com)

## CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA, Esri Canada Limited, hereinafter "Partner", with its principal place of business at 12 Concorde Place, Suite 900, Toronto, Ontario, Canada, M3C 3R8, and the company or entity, as identified in 9.16, using certain of Azteca Systems Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the License Agreement. This Agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement and Partner, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed License Agreement includes (i) this License Agreement, (ii) Addendum 1 – Product Licensing and applicable ordering documents, (iii) Addendum 2 – Standard Maintenance Addendum, and (iv) Addendum 3 – Third Party Contractor Acknowledgment.

This signed License Agreement may be executed in duplicate by the Parties. An executed License Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any party. Duplicates are valid and binding even if in an original paper document bearing each party's original signature is not delivered.

### ARTICLE 1—DEFINITIONS

#### 1.1 Definitions. The terms used are defined as follows:

- a. "Agreement or "License Agreement" means this Software License Agreement between Azteca Systems, Partner and Licensee, inclusive of all schedules, exhibits, attachments, addenda, payment schedules and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Products, including but not limited to Licensee's employees; or (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in an Ordering Document(s) as required under Addendum 1.
- f. "Data" means any Azteca Systems or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- g. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- h. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- i. "Documentation" means all user reference documentation that is delivered with the Software.
- j. "Internal Use" means use of the Products by employees of Licensee in Licensee's internal operations but does not include access of the Products by, or use of the Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Products (or any part

thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Maintenance Period" shall mean the applicable term of the Term License specified in an Ordering Document during which the Licensee is entitled to receive for qualifying Products under license applicable maintenance and support services from Azteca Systems and/or Partner.
- m. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks Software and Data, and other information.
- n. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- o. "Preview" means any alpha, beta, or prerelease Product.
- p. "Product(s)" means Software, Data, Online Services, and Documentation as specified in an Ordering Document to be licensed under the terms of this License Agreement. Products shall include any updates or upgrades to the Products that Azteca Systems may at its discretion deliver to Licensee.
- q. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- r. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- s. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- t. "Maintenance Addendum or Maintenance Agreement" shall mean the Standard Maintenance Addendum attached as Addendum 2.
- u. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis as specified in the Ordering Document.
- v. "Third Party Contractor" means any of Licensee's third party contractors or consultants who are not employees of the Licensee but use or have access to the Products.

## ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Products.

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems or Partner; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. For any Enterprise License orders, Azteca Systems grants Licensee with respect to the Products an enterprise-wide unlimited use license, inclusive of the right for the Products to be installed on any number of computers throughout Licensee's entity with unlimited simultaneous use. Licensee may allow Third Party Contractors to access and use the Products, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum 1-- Product Licensing a, Addendum 2 – Standard Maintenance Addendum, and Addendum 3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software Use* and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.

- b. *Maintenance.* Maintenance terms are described in Section 9.11 of this Agreement and in Addendum 2, - Standard Maintenance Addendum which is incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum 3, which is incorporated by reference.

**3.2 Preview Release Licenses.** Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or Partner maintenance and support as described in Addendum 2.

**3.2 Special Use Programs.** If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this License Agreement. All such program terms are incorporated herein by reference.

**3.3 Delivery.** Unless otherwise requested by Licensee and agreed by Azteca Systems, license file will be made available to Licensee upon payment of the applicable fees for the specified term.

#### ARTICLE 4—SCOPE OF USE

##### 4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
  1. Install and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
  4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum 3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum 3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Contractors with this License Agreement and shall ensure that the Third Party Contractors discontinue Product use upon completion of work for Licensee. Access to or use of Products by Third Party Contractors not exclusively for Licensee's benefit is prohibited.

**4.2 Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the

- site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, Online Services, or Data;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

#### ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date of Licensee signature below. The initial term for the grant of the applicable Term License(s) will begin upon the effective date set forth in the Ordering Document(s).

5.2. Partner will send Licensee a renewal notice approximately sixty (60) days before the end of the applicable paid up term of the Term License. Provided the Licensee is current in the payment of the applicable fees for the then current Term License period, the applicable Term License for the Product may be renewed for an additional renewal Term as specified under the renewal notice to be provided by Partner.

5.3. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.4. Termination for Convenience: Azteca Systems or Licensee may terminate this Agreement or any Product license by giving the other party thirty (30) days' written notice, provided however that for termination of a Product License such notice period shall be given prior to the end of the current Term License period for the Product.

5.5. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.6. Upon termination of the License Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a Product license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems and Partner.

5.7. If this Agreement is terminated for convenience by Licensee, the Licensee is only liable for payment required by the terms of this Agreement for maintenance and support services rendered or products and software received and

accepted prior to the effective date of termination. For the avoidance of doubt, there shall be no right of refund of any fees paid by Licensee prior to the effective date of termination of the Agreement. If a Product license is terminated for convenience by Licensee, there shall be no right of refund of the license fees paid prior to the effective date of termination.

5.8. If this Agreement is terminated under 5.4 or 5.5 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will for no additional charge to Licensee, and at Licensee's option, either grant a license to the Licensee, for a period of one year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination occur.

#### **ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS**

6.1 **Limited Warranties.** Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 **Special Disclaimer.** CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 **Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 **General Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN SECTION 6.1 OF THIS AGREEMENT, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE, OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 **Exclusive Remedy.** Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to Azteca Systems Maintenance Addendum or Partner's maintenance program, as applicable except as modified by the Maintenance Addendum 2; or (iii) return of the license fees paid by Licensee for the current Term License period, prorated for such period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using Online Services; and executes and delivers evidence of such actions to Azteca Systems.

## ARTICLE 7—LIMITATION OF LIABILITY

**7.1 Disclaimer of Certain Types of Liability.** AZTECA SYSTEMS, PARTNER, AND AZTECA SYSTEMS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT, OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND PARTNER FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT TERM LICENSE PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

**7.3 Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

## ARTICLE 8—INFRINGEMENT INDEMNITY

**8.1** Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out of any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

**8.2** If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of the current ~~period~~ Term License period fees paid for the infringing item(s), prorated for such period.

**8.3** Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by

anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

**8.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### ARTICLE 9—GENERAL PROVISIONS

**9.1 Future Updates.** New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

**9.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**9.4 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.5 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.6 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

**9.7 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, shall survive the expiration or termination of this License Agreement.

**9.8 Equitable Relief.** Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

**9.9 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.



#### 9.10 Governing Law, Disputes, and Arbitration

a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- *Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;*
- *If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.*

b. *All Other Licensees.* Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**9.11 Maintenance.** Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support and are provided during the term of the Term License for such qualifying Products provided the applicable license fees have been paid. Maintenance is specified in Azteca Systems' current applicable maintenance policy, Addendum 2 or Partner's current applicable maintenance policy available on the Partner website at [www.esri.ca](http://www.esri.ca), except as modified by the Maintenance Addendum.

**9.12 Feedback.** Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

**9.13 Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

**9.14 Force Majeure.** If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

**9.15 Entire Agreement.** This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

**9.16 Notices:** Until further written notice, all notices relevant to this Agreement shall be sent to the following addresses:

<b>Azteca Systems, LLC</b> 11075 South State, Suite 24 Sandy, Utah 84070 USA	<b>Licensee</b> The Corporation of the City of London  300 Dufferin Ave., P.O. Box 5035 London, ON N6A 4L9	<b>Partner</b> Esri Canada Limited 12 Concorde Place, Suite 900 Toronto, Ontario, M3C 3R8 Canada
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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

<b>AZTECA SYSTEMS, LLC</b>	<b>LICENSEE</b>	<b>ESRI CANADA LIMITED - PARTNER</b>
By: _____	By: _____	By: _____
Name: Brian L. Haslam	Name: _____	Name: _____
Title President - CEO	Title _____	Title _____
Date ____ / ____ / ____	Date ____ / ____ / ____	Date ____ / ____ / ____

**ADDENDUM 1****PRODUCT LICENSING****Licensed Software:**

**Software licensed and applicable to this License Agreement is the portion of Covered Software acknowledged and referenced in the applicable Ordering Document(s) pursuant to applicable fees being paid.**

**Additional Software & Licenses:** Additional Software & licenses may be added to this License Agreement in accordance with the applicable Ordering Document(s) pursuant and with the applicable fees, if any being, paid.

Azteca Systems reserves the right to request an annual audit for population, logins, or uses, for proper licensing costs and fees.

Updates to the licensed Software (as set forth in the Applicable Ordering Documents) means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

**ADDENDUM 2**  
**STANDARD MAINTENANCE**

This Standard Maintenance Addendum is between the Licensee named below "Licensee", "Partner" and Azteca, Systems, LLC. Maintenance is provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems and/or Partner will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid as specified in the applicable Ordering Document(s). Maintenance support services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported databases revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.3 below), during the term of this Maintenance Addendum provide the following:

- (a) **Software Updates.** Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Period. Updates and Upgrades may also include new versions;

1.3. Partner shall provide Licensee with telephone support, E-mail support, web support, during Partner's normal business hours, Monday through Friday (excepting Holidays), and other available benefits as set forth in Partner's most current software maintenance policy available on Partner's website at [www.esri.ca](http://www.esri.ca); and implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.4. Azteca Systems and Partner will use reasonable efforts to provide corrections to a technical issue or provide a workaround, but neither Azteca Systems or Partner can guarantee that all technical issues can be fixed or resolved.

1.5. The following items, among others, however, are specifically excluded as support services under this section of this Maintenance Addendum:

- (a) Interpretation of program results, including but not limited to support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in the applicable Ordering Document(s);
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.6. The Maintenance services consists of software and documentation updates and access to technical support via telephone, email, web-based ([www.MyCityworks.com](http://www.MyCityworks.com)) and after hours support as set forth in Section 1 of this

Maintenance Addendum.

1.7. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in the applicable Ordering Document(s) ("Authorized Callers"). Licensee may replace Authorized Callers at any time by notifying Partner. Authorized Callers may be designated in applicable Ordering Documents or by email. Partner may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of Authorized Callers.

1.8. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

## **2. PROCEDURES FOR ACCESSING SUPPORT:**

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Partner's staff as the second line of support, and 3) Azteca Systems staff as the third line of support. Partner will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours and Azteca will do the same for requests for support from Partner.

2.2. Prior to calling Partner for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Partner's involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee will call Partner directly, and then if necessary, Partner may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Partner's normal business hours and cannot be isolated and resolved by the Licensee, Partner may provide an after-hours phone number. In addition, Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Partner representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Partner will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a technical support incident is logged, Azteca Systems will use reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

## **3. PAYMENT, RENEWAL, AND EXPIRATION**

3.1. Maintenance and support services for each Maintenance Period are included in the Term license fees as set forth in the applicable Ordering Document(s). The annual fee for successive Term License and Maintenance Periods (twelve-month periods) commencing upon the anniversary of the first Maintenance Period, shall become due prior to the end of the preceding paid-up Term License and Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for Term License and Maintenance Periods listed in the applicable Ordering Document(s) subsequent to the third Maintenance Period may be adjusted by Azteca Systems to reflect increases in costs of providing the support services; provided, however, that the Term License and Maintenance fees

shall not increase by more than the CPI from the previous Maintenance Fees. Azteca Systems will notify Licensee of the new pricing no later than 60 days prior to the applicable Maintenance Period for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** If Licensee does not renew the Term License at the end of the applicable term as specified in the Ordering Document, Partner and Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Term License and Maintenance Period expires. If Licensee does not renew the Term License within thirty (30) days of the expiration date of such Term License, Licensee will no longer receive technical support. All other Maintenance benefits and support services will end with the expiration of such Term License.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Partner will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date of the Term License. If Licensee does not renew the Term License within thirty (30) days of its expiration date but at a later date wants to renew the Term License, the fees will include the Maintenance fees that Licensee would have paid since the expiration date.

#### 4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **Amendments to the Maintenance Addendum:** Azteca Systems reserves the right to revise the Maintenance terms and conditions contained in the Maintenance Addendum at any time, at its sole discretion. Azteca Systems will provide written notice of any such revised terms to Licensee.

**ADDENDUM 3**  
**THIRD PARTY CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the Products, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License Agreement;
3. Before accessing the Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) such contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Products by such Third Party Contractor on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor will be deemed to be a breach by Licensee;
8. Licensee will ensure that the Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party Contractor to which it has granted permission to access and/or use the Products;

The rights granted under this Third Party Contractor Addendum, do not modify the license(s) or increase the number of licenses granted under this Agreement. The Third Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at [contracts@cityworks.com](mailto:contracts@cityworks.com) and a copy to Partner at [customercare@esri.ca](mailto:customercare@esri.ca).

\_\_\_\_\_  
 Third Party Contractor Name (Print)

By: \_\_\_\_\_  
 Authorized Signature

Date: \_\_\_\_\_