



# Council Agenda Including Addeds

7th Meeting of City Council  
March 27, 2018, 4:00 PM  
Council Chambers

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

	Pages
<b>1. Disclosures of Pecuniary Interest</b>	
<b>2. Recognitions</b>	
<b>3. Review of Confidential Matters to be Considered in Public</b>	
<b>4. Council, In Closed Session</b>	
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.)	
<b>5. Confirmation and Signing of the Minutes of the Previous Meeting(s)</b>	
5.1 5th Meeting held on March 6, 2018	
5.2 6th Meeting held on March 12, 2018	11
<b>6. Communications and Petitions</b>	
6.1 One River Environmental Assessment Update - Technical Memorandum: Stage Two	
(Refer to the Civic Works Committee Stage for Consideration with Clause 12 of the 5th Report of the Civic Works Committee)	
1. U. George, London Community Foundation	13
2. C. Butler, 863 Waterloo Street	16
6.2 <i>(ADDED) Wonderland Road Community Enterprise Corridor</i>	
(Refer to the Planning and Environment Committee Stage for Consideration with Clause 17 of the 5th Report of the Planning and Environment Committee)	
1. <i>Analee J. M. Ferreira, Ferreira Law for client Westbury International</i>	17
2. <i>Analee J. M. Ferreira, Ferreira Law for client Southside Group</i>	18
3. <i>A. Skinner, Aird Berlis</i>	19
4. <i>J. W. Harbell, Stikeman Elliott</i>	21
5. <i>A. Soufan, York Developments</i>	56

6.3	<p><i>(ADDED) Planning Application - 1176, 1200 and 1230 Hyde Park Road (O-8822)</i></p> <p>(Refer to the Planning and Environment Committee Stage for Consideration with Clause 16 of the 5th Report of the Planning and Environment Committee)</p> <p>1. <i>D. Powell, Nauvoo Investments Limited</i></p>	58
6.4	<p><i>(ADDED) Planning Application - 499 Sophia Crescent (H-8791)</i></p> <p>(Refer to the Planning and Environment Committee Stage for Consideration with Clause 22 of the 5th Report of the Planning and Environment Committee)</p> <p>1. <i>M. Palumbo, Palumbo Homes</i></p>	59
6.5	<p><i>(ADDED) Planning Application - 504 English Street - Demolition Request and Heritage Alteration Permit Application</i></p> <p>(Refer to the Planning and Environment Committee Stage for Consideration with Clause 19 of the 5th Report of the Planning and Environment Committee)</p> <p>1. <i>S. MacDonald, 506 English Street</i></p>	61
6.6	<p><i>(ADDED) Amendments to the Traffic and Parking By-law</i></p> <p>(Refer to the Civic Works Committee Stage for Consideration with Clause 13 of the 5th Report of the Civic Works Committee)</p> <p>1. <i>Dr. E. Jackson</i></p>	62
<b>7.</b>	<b>Motions of Which Notice is Given</b>	
<b>8.</b>	<b>Reports</b>	
8.1	<p>5th Report of the Community and Protective Services Committee</p> <p>1. Disclosures of Pecuniary Interest</p> <p>2. 2018-2019 Service Accountability Agreement Between The Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (Relates to Bill No. 132)</p> <p>3. 2018-2019 Multi-Sector Service Accountability Agreement Between The Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (Relates to Bill No. 133)</p> <p>4. Provincial Development Charges Rebate Program (Relates to Bill No. 134)</p> <p>5. Anti-Human Trafficking Community Supports Fund (Relates to Bill No. 135)</p> <p>6. Municipal Golf – Agreement with Ultimate Golf Club Inc. (formerly London Golf Club) (Relates to Bill No. 136)</p> <p>7. London's Homeless Prevention System - Homeless</p>	63

Management Information System – Hosting Agreement (Relates to Bill No.s. 137 & 138)

8. 3rd Report of the London Housing Advisory Committee
9. 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee
10. 2nd Report of the Accessibility Advisory Committee
11. Request for Support for UN Safe Cities Initiative - ANOVA
12. Special Events Fee - Indigenous Bands and Indigenous Organizations
13. Salvation Army Commissioning
14. Taxi Plate Issuing
15. United Way Elgin Middlesex - One Year Update - London for All
16. 2nd Report of the Community Safety and Crime Prevention Advisory Committee
17. Deferred Matters List
18. 4th Report of the London Housing Advisory Committee

8.2 7th Report of the Corporate Services Committee

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1. Disclosures of Pecuniary Interest
2. London Downtown Business Association 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 124)
3. Old East Village Business Association 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 125)
4. Argyle Business Improvement Area 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 126)
5. Hyde Park Business Association 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 127)
6. 2017 Annual Update on Budweiser Gardens
7. 2017 Statement of Remuneration and Expenses - Elected and Appointed Officials
8. Public Sector Salary Disclosure Act Report for Calendar Year 2017
9. Declare Surplus and Sale - 1694 Evangeline Street and 126 Hamilton Road
10. Consideration of Appointment to the Transportation Advisory Committee
11. Consideration of Appointment to the Town and Gown Committee

12. Request for Designation of the Forked Fest as a Municipally Significant Event
13. Workplace Harassment and Discrimination Prevention Policy
14. Recent Allegations of Harassment

8.3 5th Report of the Civic Works Committee

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1. Disclosures of Pecuniary Interest
2. 2018 Ontario Municipal Commuter Cycling (OMCC) Program
3. Private and Public Works Impacting the Transportation Network
4. New Public Electric Vehicle (EV) Charging Stations (Relates to Bill No. 145)
5. Contract Award: Tender No. 18-03 - 2018 Infrastructure Renewal Program - Egerton Street and King Street Phase 1 Reconstruction Project
6. Contract Award: Tender No. 18-04 - 2018 Infrastructure Renewal Program - York Street Sewer Separation Phase 1 Project (Relates to Bill No. 129)
7. Greenway Odour Control and HVAC Equipment Installation Irregular Bid Result - ES5019
8. 2017 Annual Water Board Summary Reports
9. 3rd Report of the Rapid Transit Implementation Working Group
10. Highway 401 / Highway 4 Interchange Improvements and Highway 4 and Glanworth Drive Underpass Replacements Environmental Assessment
11. 2018 Renew London Infrastructure Construction Program and 2017 Renew London Post Construction Overview Report
12. One River Environmental Assessment Update - Technical Memorandum: Stage Two Work Plan
13. Amendments to the Traffic and Parking By-law (Relates to Bill No. 146)
14. 2nd Report of the Transportation Advisory Committee
15. 2nd Report of the Waste Management Working Group
16. 3rd Report of the Cycling Advisory Committee
17. Deferred Matters List
18. Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Transfer Payment Agreement for Phase 1 - Fuel Switching Project - Diesel to Compressed Natural Gas (CNG) Transition (Relates to Bill No. 130)
19. Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Transfer Payment Agreement for the Bike Share System

(Relates to Bill No. 131)

20. 2030 Smart Moves Transportation Master Plan

8.4 5th Report of the Planning and Environment Committee

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1. Disclosures of Pecuniary Interest
2. 4th Report of the Advisory Committee on the Environment
3. 2nd Report of the Trees and Forest Advisory Committee
4. Sidewalk Patio Standards and Application Process
5. Planning Application - 1040 Waterloo Street - Passage of By-law to Repeal Existing Designation and Pass New Designating By-law (Relates to Bill No. 144)
6. 328 Hamilton Road
7. Deferred Matter #4 - Variances Granted by the Committee of Adjustment
8. Planning Application - 3493 Colonel Talbot (H-8756) (Relates to Bill No.152)
9. Planning Application - 1245 Michael Street (H-8857) (Relates to Bill No. 153)
10. Planning Application - 770 Whetter Avenue (H-8873) (Relates to Bill No. 154)
11. Building Division Monthly Report for January 2018
12. Single Source Procurement (#18-10) for Mobiinspect: Partho's Mobile Application (Relates to Bill No. 128)
13. Annual Report on Building Permit Fees
14. Planning Application - 50 Charterhouse Crescent (Z-8834) (Relates to Bill No. 155)
15. Planning Application - 825 Commissioners Road (Z-8860) (Relates to Bill No. 156)
16. Planning Application - 1176, 1200 and 1230 Hyde Park Road (O-8822) (Relates to Bill No. 139)
17. Wonderland Road Community Enterprise Corridor (Relates to Bill No. 140)
18. Planning Application - Hamilton Road Area Community Improvement Plan (O-8866) (Relates to Bill No.'s 141, 142 and 143)
19. Planning Application - 504 English Street - Demolition Request and Heritage Alteration Permit Application
20. Planning Application - 491 English Street - Demolition Request and Heritage Alteration Permit Application

- 21. 3rd Report of the Environmental and Ecological Planning Advisory Committee
- 22. Planning Application - 499 Sophia Crescent (H-8791) (Relates to Bill No. 157)
- 23. Old East Village Business Improvement Area (BIA) Request for Boundary Expansion
- 24. PEC Deferred List
- 25. 4th Report of the London Advisory Committee on Heritage

**9. Added Reports**

- 9.1 7th Public Report of Council in Closed Session

**10. Deferred Matters**

**11. Enquiries**

**12. Emergent Motions**

**13. By-laws**

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

- 13.1 Bill No. 123 By-law No. A.- \_\_\_\_\_ 167  
 A by-law to confirm the proceedings of the Council Meeting held on the 27<sup>th</sup> day of March, 2018. (City Clerk)
- 13.2 Bill No. 124 By-law No. A.- \_\_\_\_\_ 168  
 A by-law to raise the amount required for the purposes of the London Downtown Business Association Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*. (2.1/7/CSC)
- 13.3 Bill No. 125 By-law No. A.- \_\_\_\_\_ 170  
 A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*. (2.2/7/CSC)
- 13.4 Bill No. 126 By-law No. A.- \_\_\_\_\_ 172  
 A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*. (2.3/7/CSC)
- 13.5 Bill No. 127 By-law No. A.- \_\_\_\_\_ 174  
 A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*. (2.4/7/CSC)
- 13.6 Bill No. 128 By-law No. A.- \_\_\_\_\_ 176  
 A by-law to approve the Software as a Service Subscription Agreement

	with Partho Technologies Inc., for a licence to use MobilINSPECT; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.11/5/PEC)	
13.7	Bill No. 129 By-law No. A.- _____  A by-law to authorize and approve the Ontario Municipal Commuter Cycling (OMCC) Program 2018 Application Declaration and to authorize the Mayor and the City Clerk to execute the Declaration. (2.1/5/CWC)	204
13.8	Bill No. 130 By-law No. A.- _____  A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal GHG Challenge Fund Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Environment and Climate Change for the Province of Ontario and The Corporation of the City of London; to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental and Engineering Services and City Engineer, or their written designate, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their written designate, to execute any financial reports and all other documents required under the Agreement. (5.2/5/CWC)	206
13.9	Bill No. 131 By-law No. A.- _____  A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal GHG Challenge Fund Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Environment and Climate Change for the Province of Ontario and The Corporation of the City of London; to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental and Engineering Services and City Engineer, or their written designate, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their written designate, to execute any financial reports and all other documents required under the Agreement. (5.3/5/CWC)	245
13.10	Bill No. 132 By-law No. A.- _____  A by-law to approve the Long-Term Care Home Service Accountability Agreement with the South West LHIN, and to authorize the Mayor and the City Clerk to execute the agreement. (2.1/5/CPSC)	283
13.11	Bill No. 133 By-law No. A.- _____  A by-law to approve the 2018-2019 Multi- Sector Service Accountability Agreement between The Corporation of the City of London and the South West Local Health Integration Network, for funding for the Adult Day Program; and to authorize the Mayor and the City Clerk to execute such agreement. (2.2/5/CPSC)	325
13.12	Bill No. 134 By-law No. A.- _____  A by-law to authorize and approve a Transfer Payment Agreement between The Corporation of the City of London and the Minister of Housing for the Development Charges Rebate Program; to authorize the Mayor and City Clerk to execute the Agreement; and to delegate the responsibilities of the City as the Service Manager for the administration of the Development Charges Rebate Program, to Housing Development	372

	Corporation, London. (2.3/5/CPSC)	
13.13	Bill No. 135 By-law No. A.- _____  A by-law to approve the Transfer Payment Agreement with the Ministry of Housing for the Anti-Human Trafficking Community Supports Fund; to authorize the Mayor and the City Clerk to execute the agreement; and to authorize the Managing Director of Housing, Social Services and Deerness to execute the Anti-Human Trafficking Community Supports Contribution Agreement. (2.4/5/CPSC)	374
13.14	Bill No. 136 By-law No. A.- _____  A by-law to authorize and approve an Agreement between Ultimate Golf Club Inc. and The Corporation of the City of London. (2.5/5/CPSC)	446
13.15	Bill No. 137 By-law No. A.- _____  A by-law to approve the London Homeless Management Information System Hosting Agreement between the City of London and Homeless Serving Organizations, and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement. (2.6a/5/CPSC)	453
13.16	Bill No. 138 By-law No. A.- _____  A by-law to approve London's Homeless Prevention Network Inter-Organization Information Sharing Agreement between participating Homeless Serving Organizations, including the City of London, and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement. (2.6b/58CPSC)	470
13.17	Bill No. 139 By-law No. C.P.- 1284(____)-____  A by-law to amend the Official Plan for the City of London, 1989 relating to 1176, 1200, and 1230 Hyde Park Road. (3.3/5/PEC)	486
13.18	Bill No. 140 By-law No. C.P.- 1284(____)-____  A by-law to amend the Southwest Area Secondary Plan, 2012 relating to Wonderland Road Community Enterprise Corridor designation. (3.4/5/PEC)	490
13.19	Bill No. 141 By-law No. C.P.- 1284(____)-____  A by-law to amend the Official Plan for the City of London relating to the Hamilton Road Area Community Improvement Project Area. (3.5e/5/PEC)	493
13.20	Bill No. 142 By-law No. C.P.- ____  A by-law to designate the Hamilton Road Area Community Improvement Project Area. (3.5a/5/PEC)	496
13.21	Bill No. 143 By-law No. C.P.- ____  A by-law to adopt the Hamilton Road Area Community Improvement Plan. (3.5b/5/PEC)	498
13.22	Bill No. 144 By-law No. L.S.P.- _____  A by-law to repeal By-law No. L.S.P.-3319-198, being, "A by-law to	600

	designate 1040 Waterloo Street to be of historical and architectural value.”, and to replace it with a by-law to designate 1040 Waterloo Street to be of cultural heritage value or interest. (2.4/5/PEC)	
13.23	Bill No. 145 By-law No. PS-113-18_____	604
	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.” (2.3/5/CWC)	
13.24	Bill No. 146 By-law No. PS-113-18_____	606
	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.” and to repeal By-law No. PS-113-18013. (4.1/5/CWC)	
13.25	Bill No. 147 By-law No. S.-_____	619
	A by-law to assume certain works and services in the City of London. (Cedar Hollow Subdivision, Phase 2 – 33M-640. (City Engineer)	
13.26	Bill No. 148 By-law No. S.-_____	620
	A by-law to assume certain works and services in the City of London. (Fox Hollow Subdivision – Phase 3; 33M-635) (City Engineer)	
13.27	Bill No. 149 By-law No. S.-_____	621
	A by-law to assume certain works and services in the City of London. (Fox Hollow Subdivision – Phase 5; 33M-660) (City Engineer)	
13.28	Bill No. 150 By-law No. S.-_____	622
	A by-law to assume certain works and services in the City of London. (Richmond North Subdivision Phase 1 Stage 1, Plan 33M-633) (City Engineer)	
13.29	Bill No. 151 By-law No. S.-_____	623
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (for the purposes of a public highway for pedestrian use only, west of Howlett Circle) (pursuant to the Subdivision Agreement for Registered Plan 33M-650) (Chief Surveyor)	
13.30	Bill No. 152 By-law No. Z.-1-18_____	625
	A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning on a portion of the lands located at 3493 Colonel Talbot Road. (2.7/5/PEC)	
13.31	Bill No. 153 By-law No. Z.-1-18_____	627
	A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning of lands located at 1245 Michael Street. (2.8/5/PEC)	
13.32	Bill No. 154 By-law No. Z.-1-18_____	629
	A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning of lands located at 770 Whetter Avenue. (2.9/5/PEC)	
13.33	Bill No. 155 By-law No. Z.-1-18_____	631

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 50 Charterhouse Crescent. (3.1/5/PEC)

13.34 Bill No. 156 By-law No. Z.-1-18\_\_\_\_\_ 633

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 825 Commissioners Road East. (3.2/5/PEC)

13.35 Bill No. 157 By-law No. Z.-1-18\_\_\_\_\_ 636

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 499 Sophia Crescent. (4.2/5/PEC)

**14. Adjournment**



## Council Minutes

6th Meeting of City Council  
March 12, 2018, 1:00 PM

Present: Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, J. Zaifman

Absent: T. Park

Also Present: M. Hayward, B. Card, B. Coxhead, S. Crawford, K. Dawtrey, T. Gaffney, L. Livingstone, P. McKague, A. Patis, M. Ribera, K, L. Rowe, S. Spring, K. van Lammeren

The Council meets in Regular Session in the Council Chambers this day at 1:00PM.

### 1. Disclosures of Pecuniary Interest

None.

### 2. Review of Confidential Matters to be Considered in Public

None.

### 3. Council, In Closed Session

Motion made by: B. Armstrong  
Seconded by: S. Turner

That Council rise and go into Council, In Closed Session, for the purpose of considering a matter pertaining to personal matters, including information regarding identifiable individuals, with respect to employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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..

Yeas: (14): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and J. Zaifman

Absent (1): T. Park

### Motion Passed (14 to 0)

The Council rises and goes into Council, In Closed Session at 1:08 PM with Mayor M. Brown in the Chair and all Members present except Councillor T. Park.

The Council, In Closed Session rises at 3:13 PM and Council reconvenes at 3:15 PM with Mayor M. Brown in the Chair and all Members present except Councillor T. Park.

### 4. By-laws

Motion made by: B. Armstrong  
Seconded by: J. Helmer

That the Introduction and First Reading of Bill No. 122 BE APPROVED.

Yeas: (12): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and J. Zaifman

Absent (3): M. Cassidy, S. Turner, and T. Park

**Motion Passed (12 to 0)**

Motion made by: H. Usher  
Seconded by: P. Hubert

That the Second Reading of Bill No. 122 BE APPROVED.

Yeas: (12): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and J. Zaifman

Absent (3): M. Cassidy, S. Turner, and T. Park

**Motion Passed (12 to 0)**

Motion made by: J. Helmer  
Seconded by: J. Zaifman

That the Third Reading and Enactment of Bill No. 122 BE APPROVED.

Yeas: (12): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and J. Zaifman

Absent (3): M. Cassidy, S. Turner, and T. Park

**Motion Passed (12 to 0)**

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

Bill No. 122

By-law No. A.-7691-92

A by-law to confirm the proceedings of the Council Meeting held on the 12th day of March, 2018. (City Clerk)

## 5. Adjournment

The meeting adjourned at 3:28 PM.

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Matt Brown, Mayor

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Catharine Saunders, City Clerk

March 16, 2018

To: Matt Brown, Mayor of the City of London  
Martin Hayward, City Manager  
John Fleming, Managing Director, Planning and City Planner  
Kelly Scherr, Managing Director and City Engineer  
Members of City Council

From: Martha Powell, President & CEO, London Community Foundation  
Greg Playford, Board Chair, London Community Foundation  
Fred Galloway, Past Chair of the Board, London Community Foundation  
and Chair of the Back to the River Committee

**RE: Back to the River (BTTR)**

London Community Foundation (LCF) wishes to formally congratulate the City of London on the outcome of the first phase of the One River Environmental Assessment and the decision to decommission the Springbank Dam. This has been a challenging process for the City, for the London community and for advancing BTTR at the Forks.

The intent of this letter is to restate LCF's commitment to community mobilization. We are very pleased with the partnership we have formalized with the City of London and the Upper Thames River Conservation Authority (UTRCA), along with the other community leaders who have embraced this project.

We have come a long way since this gem of an idea emerged at the Foundation back in 2015, followed by positive public engagement, excitement around the river and endless possibilities. The Foundation has had several lead donor commitments to both the Forks of the Thames inaugural project and the SoHo initiative.

LCF has received a collective impact grant from the McConnell Foundation to work with the BTTR Committee on what the evolution of this working group should look like going forward. We understand that redeveloping this lovely heritage river will need to have attention and structure for years to come. LCF is currently conducting research from cities like Pittsburgh, PA, Brandon, MB, Windsor, ON and even London, England to learn of their processes, progress and corporate structures, which can help shape our local initiative as it evolves.

We are most appreciative of the City's involvement and sharing of information with the Foundation. Staff and council are to be commended. We would like to reiterate the largest issues our board is deliberating upon:

### **The progressive movement of the Forks of the Thames inaugural project:**

- Now that the Springbank Dam decision has been made, we would like to see momentum within the concluded Environmental Assessment and the start of a detailed design for the Forks, with “shovel in the ground” action.
- LCF will continue to work with all partners to see programming activities at the Forks as a way to re-engage the community. We are pleased to be participating in two conferences/summits happening this year in London focusing on the river.
- We are supportive of the UTRCA developing educational programming for students at the Forks. Also, LCF has supported several recent grants including a large grant to Museum London to develop a First Nations curriculum for patrons and students involving the river.
- Several financial gifts have been confirmed to BTTR including two anonymous donors, potentially involving \$2M, to augment the City’s \$5M commitment to the Forks to see this project completed.
- We would like to have the City of London reaffirm the \$5M toward BTTR that is part of the capital budget forecasts.

### **The SoHo initiative:**

- LCF has two larger gift commitments to see the SoHo inaugural project be initiated.
- As was discussed in a meeting with the City’s Chief Engineer and City Planner, we would like to request that the Environmental Assessment for SoHo be fast-tracked.
- LCF has a donor willing to allocate funds to augment what the City will input to proceed with the development of the Environmental Assessment.
- Though we understand that the existing City budget has not allocated funding for an Environmental Assessment for the SoHo stretch of the river, we would like to formally request that it be included as a budget line in the 2020-2024 Budget and Strategic Plan or earlier, if possible.
- LCF is eager and willing to meet with the developers who are beginning the redevelopment of the old hospital lands in SoHo. BTTR wants to ensure that the SoHo inaugural project is an integral feature of the overall theme of the development of this important city neighbourhood.

We hope to continue our regular meetings with City representatives to keep BTTR front and centre as part of the City’s Downtown Master Plan.



LONDON  
COMMUNITY  
FOUNDATION

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EMAIL [info@lcf.on.ca](mailto:info@lcf.on.ca)

WEBSITE [www.lcf.on.ca](http://www.lcf.on.ca)

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Thank you for supporting this tremendous community partnership and these exciting projects. I would ask that this letter be formally presented and reaffirmed by council.

Respectfully submitted,

Martha Powell, President & CEO  
London Community Foundation

Greg Playford, Board Chair  
London Community Foundation

Fred Galloway, Past Chair,  
London Community Foundation and  
Chair, Back to the River Committee

**From:** Chris Butler

**Sent:** Friday, March 16, 2018 11:55 AM

**To:** CWC <[cwc@london.ca](mailto:cwc@london.ca)>

**Cc:** Squire, Phil <[psquire@london.ca](mailto:psquire@london.ca)>; Rammeloo, Ashley <[arammelo@London.ca](mailto:arammelo@London.ca)>

**Subject:** Civic Works Committee MTG - Mon - March 19 - River EA Phase 2 - PUBLIC Feedback

CWC - Please post this for public feedback on the PHASE 2 - EA report on this administrative request .

### **FEEDBACK From A Resident Closely Following The One River Master Plan Development**

For this Planning Team to suggest this is a " ONE River Plan " while excluding from EA - Phase 2 the underdeveloped river opportunities East of Wellington St - especially in the soon to be developed SOHO community in the former VIC Hospital property areas, **excludes** a number of Londoners from sharing in any benefits associated with this plan. WE are growing East of Wellington - not at forks and Springbank.

The CWC team at this time should not authorize 100 % of the allocation of the Spring Bank Dam \$3.8 million legal settlement to this plan and budget ( Per Planning RECO Appendix A ) as all Londoners paid for the failed dam and a portion of that legal settlement should be held in reserve for other - future river development plans not covered under the restricted scope of the Phase 2 - EA ( such as SOHO ) .

THXS - Chris Butler - 863 Waterloo St - London



March 19, 2018

Via Email: csauder@london.ca

Mayor and Members of Council  
The Corporation of the City of London  
300 Dufferin Ave  
London ON N6A 4L9

**Attention: Cathy Saunders, Clerk**

**Re: Wonderland Road Community Enterprise Corridor – Official Plan Amendment**

I represent Westbury International with respect to its appeal to the Ontario Municipal Board of Council's failure to make a decision on an Application to amend the Official Plan to increase the commercial cap by 8,548m<sup>2</sup> for the property located at 3680 Wonderland Road South. This increase would add to the existing zoning on the property, which permits 4,700m<sup>2</sup> of commercial floor area. Westbury has also submitted a concurrent Zoning By-law amendment, which is also under appeal. These appeals are referenced on page 2 of the Staff Report.

I am writing to submit my Client's support for the Application by the City of London to amend the Official Plan to delete policy 20.5.6.1.v) a), which requires that commercial development within a portion of the Wonderland Road Community Enterprise Corridor designation south of Bradley Avenue not exceed 100,000 square metres in gross floor area.

My Client has reviewed and relies upon Staff's position and recommendation as set out in the Report to PEC by Justin Adema for the Public Participation Meeting on March 19, 2018. My Client also relies upon and agrees with the findings in the expert reports referenced in Mr. Adema's report, specifically the report by Kircher Research Associates Ltd. and the report by Corliolis Consulting Corp.

Please circulate this correspondence to Council for consideration and add as a communication on the agenda for the meeting scheduled for March 27, 2018.

Yours Truly,

**FERREIRA LAW**

*Analee J.M. Ferreira*

(Analee J.M. Ferreira, Lawyer)

150 Dufferin Ave, Suite 206  
London ON N6A 5N6  
Tel: (519)438-3776 Fax: (519)432-6707  
analee@ferreiralaw.ca



March 19, 2018

Via Email: csauder@london.ca

Mayor and Members of Council  
The Corporation of the City of London  
300 Dufferin Ave  
London ON N6A 4L9

**Attention: Cathy Saunders, Clerk**

**Re: Wonderland Road Community Enterprise Corridor – Official Plan Amendment**

I represent Southside Group with respect to its appeal to the Ontario Municipal Board of Council's failure to make a decision on an Application made by my Client to amend the Official Plan and Zoning By-law to increase the commercial cap for properties located at 3244, 3263, and 3274 Wonderland Road South.

I am writing to submit my Client's support for the Application by the City of London to amend the Official Plan to delete policy 20.5.6.1.v) a), which requires that commercial development within a portion of the Wonderland Road Community Enterprise Corridor designation south of Bradley Avenue not exceed 100,000 square metres in gross floor area.

My Client has reviewed and relies upon Staff's position and recommendation as set out in the Report to PEC by Justin Adema for the Public Participation Meeting on March 19, 2018. My Client also relies upon and agrees with the findings of the market referenced in Mr. Adema's report, specifically the report by Kircher Research Associates Ltd. and the report by Corliolis Consulting Corp.

Please circulate this correspondence to Council for consideration and add as a communication on the agenda for the meeting scheduled for March 27, 2018.

Yours Truly,

**FERREIRA LAW**

*Analee J.M. Ferreira*

(Analee J.M. Ferreira, Lawyer)

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Andrea Skinner  
Direct: 416.365.3423  
E-mail: askinner@airdberlis.com

March 22, 2018

BY EMAIL

Our File No. 113938

City of London  
London City Hall  
300 Dufferin Avenue  
P.O. Box 5035  
London, Ontario  
N6A 4L9

**Attention: Mayor and Members of Council**

Dear Mayor and Members of Council:

**Re: Council Meeting March 27  
Proposed Official Plan Amendment to Delete Commercial Cap in  
Enterprise Corridor  
Planning and Environment Committee Meeting March 19, 2018, Agenda  
Item No. 3.4  
Application By: The Corporation of the City of London Wonderland Road  
Community Enterprise Corridor  
City File No.: 0-8868**

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We are counsel to Sifton Properties Limited (“**Sifton**”), the owner of a number of properties in the City of London, including lands with commercial development permissions located just outside the Wonderland Road Community Enterprise Corridor, at 1311, 1363 and 1451 Wharncliffe Road South.

We are writing with respect to the Planning and Environment Committee’s decision, on March 19, 2018, to support an Official Plan Amendment that would delete policy 20.5.6.1(v)(a) which establishes a maximum commercial floor area cap of 100,000 square metres (the “Commercial Cap”) in the Wonderland Road Community Enterprise Corridor designation.

**On behalf of Sifton, we urge Council not to accept the Committee’s recommendation, and to refuse to approve the proposed Official Plan Amendment.**

For the reasons outlined in Mr. Jim Harbell’s March 16, 2018 package of correspondence to the Committee on behalf of York/NADG, which Sifton supports, the proposed deletion of the Commercial Cap in the Enterprise Corridor is not appropriate and does not represent good planning.

Further, the proposed deletion of the Commercial Cap is contrary to the Ontario Municipal Board’s decision dated April 29, 2014 (PL130020) which confirmed the appropriateness of the Commercial Cap. As you may recall, Sifton was one of several appellants in the OMB hearing a few years ago with respect to the South West Area Secondary Plan (“**SWAP**”), which involved, among other things, issues related to the Enterprise Corridor Commercial Cap. The Board’s

March 22, 2018

Page 2

approval of the Commercial Cap in the SWAP hearing not only recognized that the Commercial Cap is good planning, but it also, among other things, recognized an agreement reached among several of the parties, including Sifton, York, Greenhills and the City, with respect to the appropriateness of the Commercial Cap in the Enterprise Corridor.

**Again, we urge Council to leave the Commercial Cap in place for the Enterprise Corridor, and to refuse to approve the proposed Official Plan Amendment.**

**As you know, there are a number of areas in the City outside the Enterprise Corridor that establish commercial caps, including immediately outside the Enterprise Corridor where Sifton owns commercial land that is the subject of a cap. It would be inappropriate and unfair – particularly to landowners, like Sifton, with lands outside the Enterprise Corridor that are subject to caps – to leave these other commercial caps in place while at the same time deleting the established, OMB-endorsed, Commercial Cap for the Enterprise Corridor.**

Please provide our office with notice of any correspondence, meetings or decisions respecting the above-noted proposed Official Plan Amendment, including any further Committee decision(s) or any Council decision(s).

Yours truly,

AIRD & BERLIS LLP

  
Andrea Skinner

AJS/np

c.c. Client  
Clerk, City of London

32071834.2

AIRD BERLIS

James W. Harbell  
Direct: +1 416 869 5690  
jharbell@stikeman.com

March 26, 2018  
File No.: 129002.1001

**By E-mail**  
**csaunders@london.ca;**  
**lmorris@london.ca**

City of London  
300 Dufferin Avenue  
PO Box 5035  
London, ON N6A 4L9

Attention: Mayor Brown and Councillors

Dear Sirs/Mesdames:

**Re: Council Meeting, Item 8.4.17 (Bill 140)**  
**Wonderland Road Community Enterprise Corridor (File O-8868)**

As counsel to 1279059 Ontario Inc. and CLF 1 (Wonderland Road) Inc. (c/o York Developments and North American Development Group), the owners of lands municipally known as 3405 Wonderland Road South and 1789 Wharncliffe Road South, London (the "**Property**"), we are writing in response to the submissions made to the Planning and Environment Committee (the "**Committee**") on Monday, March 19, 2018.

Our clients' position is that the proposed deletion of the commercial cap in the Wonderland Road Community Enterprise Corridor (the "**Enterprise Corridor**") should be turned down by Council or, in the alternative, that Council should find this matter to be premature until planning staff have carefully considered the mitigation of potential impacts resulting from lifting the cap, with a report back to Council.

The reasons in support of this position are as follows:

1. Retention of the commercial cap is in conformity with the intent of Southwest Area Secondary Plan ("**SWAP**");
2. Removal of the cap would be inconsistent with the Provincial Policy Statement ("**PPS**");
3. The proposal to remove the cap is premature until mitigation—as recommended by the City's consultant—is addressed; and
4. In the context of the new Local Planning Appeal Tribunal regime, the City's process regarding this matter is unfair.

## **1. RETENTION OF THE COMMERCIAL CAP IS IN CONFORMITY WITH THE INTENT OF SWAP**

It is our position that the commercial cap has not been given sufficient time for its anticipated planning impact to be fully realized, especially since the cap was approved by the Ontario Municipal Board (the "**Board**") only in 2014. In the usual course, before construction can begin, development proposals must advance through various stages, including obtaining zoning approval, site plan approval, and in the case

of Wonderland Road, the construction of millions of dollars of infrastructure funded mostly through private expenditures. In this respect, at the March 19, 2018 Committee meeting, Mr. Adema correctly advised about the potential for non-retail uses to develop, noting that there will be "change over time and the market will move to support other uses over time". Mr. Adema's statement is in line with what the Board stated in its decision on January 13, 2016, issued in response to appeals filed by Westbury International and The Decade Group. The Board found that the intent of the Enterprise Corridor, as stated in Section 20.5.6.1(ii) "is that the commercial uses 'shall be encouraged to locate in mixed use developments **over time.**' (Board emphasis)"<sup>1</sup>

Further, there were a number of statements made at the March 19, 2018 Committee meeting that suggested that the previous Council was wrong in imposing the commercial cap, and that this matter needs to be fixed. However, the decision that this current Council is now proposing to overturn is in fact a decision of the Ontario Municipal Board—a decision based upon expert planning evidence filed on behalf of the City by an outside planning consultant retained by the City. Since the issuance of the Board's decision on the SWAP, our clients have spent millions of dollars on infrastructure to support the development of the Lowe's Home Improvement retail warehouse and other developments occurring on the Property in reliance upon the intent of the Enterprise Corridor as approved by the Board and as supported by the City. Lifting the cap at this point in time destabilizes the investment environment, discourages economic development, and leaves landowners questioning whether they should be spending millions of dollars on infrastructure if there is not going to be sufficient long-term protection for the policies and permissions set out in the City's planning documents.

It is an inappropriate suggestion, from an economic development perspective, to lift the cap so soon after it has been imposed. Furthermore, lifting the cap may very well ensure that retail migration occurs. If retailers can secure a better site at a similar price, they will move to the location considered to be superior. The end result is a retail strip along Wonderland Road that does not conform with the intent of the SWAP, along with problems in re-tenanting existing commercial areas across the City. It is well established that the City presently has an excess in designated commercial space for anticipated need over the next 30 years. Retaining the cap will better encourage other uses, such as office or residential, to develop on vacant lands, thereby stemming the migration of existing retail uses.

## 2. REMOVAL OF THE CAP WOULD BE INCONSISTENT WITH THE PROVINCIAL POLICY STATEMENT

Attached is the opinion of Carol Wiebe and Scott Allen of MHBC concerning this matter. We urge you to review the letter in full, but for purposes of a summary, here are some selected excerpts:

- i. *In light of the recommendation of the Staff report to remove the commercial cap and the Committee's endorsement of this recommendation, we wish to advise Council Members that as set out in our previous submission, in our opinion that the proposed Amendment is not consistent with the policy framework established for the Enterprise Corridor as set out in the current City of London Official Plan (1989) and the Southwest Area (Secondary) Plan. Further, it is our opinion that no significant planning rationale has been presented to substantiate removal of the commercial cap, particularly at this time when the policies establishing the WRCEC were only approved a few years ago. To the contrary, in our opinion the findings of the Coriolis report specifically illustrate that removal of the cap would be detrimental to the planned function of this mixed-use corridor and other commercial areas in South London. **We therefore respectfully request that Council not support the proposed Official Plan Amendment to remove the Enterprise Corridor commercial cap.***

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<sup>1</sup> OMB Case No. PL150327.

- ii. *Given these considerations, the commercial GFA cap introduced into the Enterprise Corridor policy framework is an integral mechanism to achieve the planned function of this unique, mixed-use designation. By prescribing a specific limit on the total space expressly dedicated to retail/service commercial development, the policy framework for this corridor facilitates the mix of complementary service, employment, residential and community activities envisioned for this gateway community (recognizing that caps are only applied to commercial and office uses in this Corridor). In addition, the commercial cap addresses an equally important principle to minimize market impact from the premature increase in commercial floor area that would impact on both existing and approved but undeveloped commercial centres.*

*It is our opinion that the mixed-use permissions and commercial/office caps adopted for the Enterprise Corridor support an efficient development pattern that is entirely consistent with this Policy. Removal of the commercial cap as recommended in the Staff report would allow for an uncontrolled expansion of commercial uses throughout the Enterprise Corridor. Suburban shopping areas, such as those currently developed along Wonderland Road South, typically integrate a variety of stand-alone and large format buildings dispersed across expansive surface parking fields. In our opinion, permitting this type of use throughout the entire Enterprise Corridor would result in a highly inefficient land use pattern that does not support the planned function of this mixed-use designation.*

*Based upon our assessment and the foregoing considerations, in our opinion, removal of the cap is not consistent with Policy 1.1.1 a) of the PPS.*

- iii. *it is our opinion that the commercial cap does not promote leap-frog development in the Enterprise Corridor or preclude development of lands for the range of uses envisioned in this designation and supported by this Policy. It is also our opinion that it is not consistent with the planned function of the corridor or sound land use planning to:*
- a. *Remove the cap in its entirety to facilitate a relatively limited amount of additional contiguous commercial development that is not warranted to meet market demand;*
  - b. *Permit the expansion of commercial areas without the benefit of retail market studies demonstrated warranted demand; and*
  - c. *Broaden commercial permissions without addressing the oversupply of commercially-designated land by redesignating lands for non-commercial purposes.*

*With respect to the third concern, as discussed in our previous submission and this letter, it is our opinion that the cap is consistent with, and helps to realize, the planned function of the Enterprise Corridor and is an effective tool to help ensure a fair, equitable and reasonable distribution of warranted commercial space. It is also our opinion that removal of the commercial cap will not facilitate the broad mix of uses that is appropriate for the Enterprise Corridor and in keeping with its planned function in the context of the Southwest Planning Area.*

*In light of these considerations it is our opinion that the commercial cap is a fundamental measure to ensure an appropriate range and mix of land uses in the Enterprise Corridor. It is also our opinion that at the appropriate time, service, employment, residential and community activities will be established within this corridor to (1) meet market demands and (2) achieve the complete and flexible mix of land uses envisioned for this designation. Without the cap, we are concerned that the resultant land use pattern will be inefficient as no planning mechanism would be in place to help guide the scale or distribution of commercial growth in this area or to mitigate the impacts of oversupply. Accordingly, there is the potential that a number of partially-developed commercial sites could be established along the corridor which may preclude opportunities to introduce a broader range of complementary uses. In our opinion, this resultant land use pattern would not*

*be sustainable, supportive of a range and mix of land uses, or consistent with the planned function of the corridor.*

*Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policy 1.1.1 b) of the PPS.*

- iv. *Consistent with Policy 1.1.1 e), in relation to the above-referenced Policies we are concerned that without a GFA cap in place, commercial land use pattern in the Enterprise Corridor will be inefficient in relation to both land consumption and the associated servicing costs. York/NADG have made significant capital expenditures to develop their lands for a region servicing shopping centre. These expenditures were predicated on the introduction of the Enterprise Corridor commercial cap and the associated Decision of the Board on this specific policy. In this regard, the cap provided York/NADG with a certain level of assurance that investment in the commercial centre would be sustained by market demand. According to the Coriolis report, removal of the commercial cap would introduce approximately 136,400 m<sup>2</sup> of additional commercial space into the South London trade area (equating to a 77% increase over existing conditions and approximately 87% more space than required to meet forecasted market demand). In our opinion, the substantial increase in capacity resulting from cap removal would hinder or prevent the completion of this approved commercial development. This would result in a partially-developed site and the under-utilization of existing infrastructure servicing these lands.*

*Accordingly, in our opinion the proposed Amendment is not consistent with Policy 1.1.3.2 a) 2. of the PPS.*

- v. *Under the proposed Amendment, the cap would be removed without any corresponding policies to minimize the concentration of commercial uses and to ensure the corridor develops in a mixed-use form. Further, in our opinion, without the cap there is no incentive in place to encourage development of the Enterprise Corridor for non-commercial uses. In the Staff report, in relation to this Policy it is argued that “it is not consistent with the PPS to include policies that would prevent the corridor from achieving a mix of uses that result in contiguous development patterns south of Bradley Avenue”. We disagree that the commercial cap is precluding contiguous development south of Bradley Avenue as these lands benefit from residential, office and institutional permissions that serve to complement the adjacent shopping centres. Policy 1.1.3.6 does not stipulate the new development must reflect adjacent uses. Rather, the Policy promotes compact, efficient mixed use development patterns. In our opinion, with the commercial cap in place, the current Enterprise Corridor policy framework is entirely consistent with this Policy. Additionally, the Policy does not stipulate the new development adjacent to existing developed areas must occur without gaps. Market conditions and ownership decisions commonly delay development of lands contiguous to established urban areas. In this respect, we fully anticipate that lands south of Bradley Avenue will develop for a range of non-commercial uses in accordance with the expected growth sequencing for the Enterprise Corridor.*

### **3. THE PROPOSAL IS PREMATURE UNTIL MITIGATION—AS RECOMMENDED BY THE CITY’S CONSULTANT—IS ADDRESSED**

The Impact Report (February 2018) prepared by the City’s consultants, Coriolis Consulting Corp. (the “**Coriolis Report**”) recommends a mitigation strategy to avoid excess commercial capacity in lieu of the commercial cap—namely, the redesignation of various lands for non-commercial uses. However, despite the mitigation strategy recommended in the Coriolis Report, the draft Official Plan Amendment (the “**OPA**”) proposed by City staff fails to address the redesignation of existing commercial lands. As a result, the OPA puts the City’s existing and planned commercial areas at significant risk of impact.

Our clients' market consultant, Ward Land Economics Inc., has analyzed these matters in greater detail in their report, which is enclosed with this letter. While we urge you to review the complete report, we draw your attention to the following excerpts:

i. **What are the Coriolis Report Findings Regarding (1) the Impact of Removing the Cap and (2) the Strategy to Mitigate Impacts of Removing the Cap?**

*The Coriolis Report findings regarding the impact of removing the cap, and the recommended strategy to mitigate impacts are as follows:*

- a. **Impact of Removing the Cap:** *The Coriolis Report (page 2 and 52) identifies that removing the cap creates excess region serving capacity which is not needed over the next 30 years from 2017 to 2047, and that removal of the cap postpones a viable development option for less suited region serving retail sites over the next 30 years.*
- b. **Strategy to Mitigate Impacts:** *To avoid excess commercial capacity with removal of the cap, the Coriolis Report recommends a strategy to mitigate impacts. The Coriolis Report recommends that five commercial sites be redesignated for non-commercial uses. The five commercial sites include: Greenhills, Aarts, two sites on Wharncliffe Road, and one site on Wellington Road South at Highway 401, across from Costco and the future Ikea.*

*Correspondence provided by Greenhills Shopping Centres Limited ("Greenhills") to the City Planning & Environment Committee dated March 15, 2018 states that:*

*"We fundamentally disagree with the notion that the Property should be redesignated now or at any time in the future to exclude retail permission. The intention of Greenhills is to maintain current retail commercial permissions in order to develop the site in a manner consistent with the 2014 zoning amendment approved by City Council..."*

ii. **Is the Proposed Official Plan Amendment Consistent with the Coriolis Report Findings and the Strategy to Mitigate Impacts with Removal of the Cap?**

*No, the City's proposed OPA provided in the March 19, 2018 Staff Report is not consistent with the Coriolis Report recommendations, and the OPA puts the City's commercial areas at risk of significant impact.*

*The Coriolis Report recommends that a mitigation strategy to avoid excess commercial capacity, in lieu of a cap, is to redesignate five sites for uses other than commercial. Based on the Coriolis Report, the five sites have capacity for over 600,000 sq.ft. of commercial space. However, the proposed OPA does not provide for the redesignation of those lands.*

*To be consistent with the Coriolis Report recommendation, the City needs to address the redesignation of existing commercial lands. Additional work and analysis is required for Planning Staff to assess the market and planning implications of the Coriolis Report recommendations and whether or not the recommendations are implementable.*

iii. **What are the Implications of removing the Cap Without Implementing a Corresponding Strategy to Mitigate Impacts?**

*If too much commercial space is permitted too soon, then the City risks significant impact on existing and planned retail commercial areas including the Enterprise Corridor and SWAP, existing shopping centres, the downtown, other commercial areas, and the planned Transit Villages. Significant negative impact leads to undermining the planned function of commercial areas, store closures, and job losses.*

*Southwest London currently has a significant amount, over 800,000 sq.ft., of vacant retail commercial space as detailed in the attached Memorandum prepared by Ward Land Economics Inc. dated March 23, 2018. Accounting for large/anchor space vacancies elsewhere in London, the city has over one million square feet of vacant space. This does not include other vacancies throughout the city.*

*The Kircher 2016 market study prepared for the City also identified the impact implications of permitting too much space too soon. The Kircher 2016 market study states that:*

*"...substantial overbuilding can be costly and inefficient, as clearly illustrated by the history of Westmount Mall which lost most retail space on its second level and Pond Mills Square, which has closed."*

*This result is not consistent with the City of London Official Plan or the Provincial Policy Statement which provide policy direction that protects commercial areas including the downtown.*

#### **4. IN THE CONTEXT OF THE LPAT REGIME, THE CITY'S PROCESS IS UNFAIR**

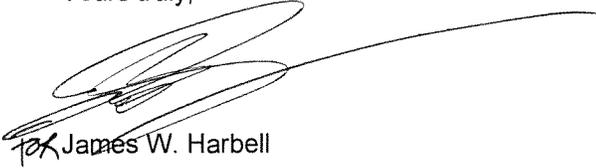
As mentioned at the Committee meeting held March 19, 2018, and as stated in our March 16, 2018 letter, under the new land use approvals regime of the Local Planning Appeal Tribunal (the "LPAT"), municipalities must consider whether the processes for public consultation and participation are fair, transparent, and accessible. In particular, the City must give sufficient time following the release of materials to allow interested parties and members of the public to review those materials and provide meaningful input. Unlike the former process under the Ontario Municipal Board, under the LPAT regime, there is virtually no opportunity for parties to introduce new evidence of their own accord once Council has made its decision on the planning matter. Furthermore, the scope of the LPAT's analysis is limited to a narrow review of Council's decision.

In this matter, we were given only 45 hours to produce comments from the time the City released the Planning Staff Report at noon on Wednesday, March 14, 2018 until the deadline for public comments at 9:00 a.m. on Friday, March 16, 2018. Within these extremely tight timelines, we produced a Planning Report, a report from our clients' Land Economist, and a legal cover letter. This narrow window of time represents the only opportunity that we had to submit a written response to the Committee, which is also the only venue at which members of the public are allowed to make oral deputations and respond to questions from the Committee. Although there is an opportunity to file written submissions before 9:00 a.m. on Monday, March 26, 2018, in advance of the March 27, 2018 Council meeting, the City of London does not allow oral deputations before Council. As a result, there is no opportunity for us to respond to any questions that Council may have.

In view of these significant procedural changes and fundamental matters of fairness, we urge the City to reconsider its processes regarding this matter and any future *Planning Act* matters under the new LPAT regime.

We will continue to follow this matter closely. Please provide us with notice of all upcoming meetings of Council and Committees of Council at which the Enterprise Corridor will be considered, and we ask to be provided with notice of Council's decision with respect to this item, as well as any other upcoming meeting or decision regarding the Enterprise Corridor.

Yours truly,



for James W. Harbell

JWH/rw

Enclosures

cc. Mimi Ward, *Ward Land Economics Inc.*  
Carol Wiebe, *MHBC Planning*  
Scott Allen, *MHBC Planning*  
Clients

March 23, 2018

City of London Council  
City of London  
300 Dufferin Avenue  
London, Ontario  
PO Box 5035, N6A 4L9

**Attention: Mayor Matt Brown, Members of Council**

Dear Sirs/Mesdames:

**RE: Proposed Official Plan Amendment, City of London (File: O-8868)  
Wonderland Road Community Enterprise Corridor Land Use Designation  
Southwest Area Secondary Plan  
Our File 1094'A'**

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MHBC has been retained by 1279059 Ontario Inc. and CLF1 (Wonderland Road) Inc. (c/o York Developments Inc. and North American Development Group (York/NADG)) to evaluate planning matters related to their holdings in the Southwest Planning Area addressed as 3405 Wonderland Road South and 1789 Wharncliffe Road South. In this capacity, MHBC has provided professional planning opinion in relation to several planning initiatives respecting these lands including the above-referenced City-initiated Official Plan Amendment (OPA) application.

Given the ownership group's significant investment in the development of a regional shopping centre on the noted site, our review of the OPA has focused principally on the proposed City-initiated Amendment to remove the Wonderland Road Community Enterprise Corridor (Enterprise Corridor) commercial 'cap' (100,000 m<sup>2</sup> of commercial space). We have submitted comments, dated March 19, 2018, specifically on this matter to the Planning and Environment Committee for consideration in conjunction with the March 23, 2018 public meeting for this application. Our submission addressed the Coriolis Consulting Inc. (Coriolis) report evaluating this proposal on behalf of the City of London, dated February 2018, and the associated City Planning Staff Report to the Committee (Staff report), dated March 12, 2018.

In light of the recommendation of the Staff report to remove the commercial cap and the Committee's endorsement of this recommendation, we wish to advise Council Members that as set out in our previous submission, that in our opinion the proposed Amendment is not consistent with the policy framework established for the Enterprise Corridor as set out in the current City of London Official Plan (1989) and the Southwest Area (Secondary) Plan. Further, it is our opinion that no significant planning rationale has been presented to substantiate removal of the commercial cap, particularly at this time when the policies establishing the Enterprise Corridor were only approved a few years ago. To the contrary, in our opinion

the findings of the Coriolis report specifically illustrate that removal of the cap would be detrimental to the planned function of this mixed-use corridor and other commercial areas in South London. **We therefore respectfully request that Council not support the proposed Official Plan Amendment to remove the Enterprise Corridor commercial cap.**

Additionally, as part of our submission, we expressed concern that the Staff Report presents a very narrow interpretation of the consistency of this application with the Provincial Policy Statement (2014). The intent of this letter is to supplement our previous submission to provide Council with (1) a more detailed evaluation of this proposal relative to the 2014 Provincial Policy Statement (PPS) and (2) our opinion that the proposed Amendment is not consistent with the entirety of the PPS.

## **FRAMEWORK**

The PPS sets the policy foundation for regulating the development and use of land in Ontario and applies to all applications, matters or proceedings commenced on or after April 30, 2014. Section 3(5) of the Planning Act requires that all decisions affecting planning matters 'shall be consistent with' policy statements issued under the Act.

The PPS provides a vision for land use planning in Ontario that focuses growth within settlement areas, and encourages an efficient use of land, resources, and public investment in infrastructure. To support this vision, the PPS defines a number of policies to promote strong, liveable, healthy and resilient communities. These policies are set out in Section 1.0, and address such matters as efficient development and land use patterns, coordination, employment areas, housing, public spaces/open space, infrastructure and public service facilities, long-term economic prosperity, and energy and air quality.

Given the nature of the proposed Amendment, in our opinion, Policies contained within Sections 1.1 (Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns), 1.3 (Employment), 1.6 (Infrastructure and Public Service Facilities) and 1.7 (Long-Term Economic Prosperity) of the PPS are relevant to this application. Additionally, Policies in Section 4.0 (Implementation and Interpretation) of the PPS are germane to the evaluation of the proposed Amendment.

It is our opinion that the following Policies have particular relevance to the proposed Amendment to remove the Enterprise Corridor commercial cap. For the purposes of this evaluation and for Council's benefit, the consistency of this proposed is assessed in relation to each identified Policy.

## **POLICY EVALUATION**

### **1.1.1 Healthy, livable and safe communities are sustained by:**

#### **a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;**

Section 4.8.2 of the current Official Plan states that the intent of the Enterprise Corridor is to provide for a broad range and mix of uses including commercial, office, residential and institutional uses. Consistent with this direction, Section 20.5.6.1 (i) of the Southwest Area Plan (SWAP) states that the intent of the Enterprise Corridor is to provide for a wide range of commercial, office, residential, and institutional uses. As part of the implementation strategy for the Enterprise Corridor, gross floor area (GFA) caps were specifically established for commercial uses (100,000 m<sup>2</sup>) and office uses (20,000 m<sup>2</sup>). No caps were applied for residential or institutional uses within the corridor.

The function of the Enterprise Corridor commercial cap was articulated in the October 7, 2014 Planning Division report regarding a commercial development proposal for 51 and 99 Exeter Road (Application OZ-8324). Within the 'Analysis' section of the report, the following is stated in relation to this cap:

*The principle behind the **inclusion of a cap on commercial development is to prevent the oversupply of commercial uses in new suburban areas**, where additional public infrastructure and servicing investments are required and must be supported over the long-term. ... **By preventing oversupply through a GFA cap in planning regulations, it is anticipated that the integrity and planned function of existing commercial centres elsewhere in the City, will be preserved and that existing infrastructure and public services will be continue to be efficiently utilized** in those areas. (emphasis added)*

The inclusion of the cap in the context of the Enterprise Corridor was upheld by the Ontario Municipal Board ('the Board') in its Decision regarding the SWAP dated April 29, 2014 (OMB Case No. PL130020). On behalf of York/NADG, Stikeman Elliott provided the Committee with an assessment of the Board Decision in its March 16, 2018 submission. Of particular importance to Policy 1.1.1 a) were the following conclusions reached by the Board as referenced in the Stikeman Elliott submission:

- The planning intent of the Enterprise Corridor was to create *"opportunities for a broad mix of commercial, office, residential and institutional uses"*.
- *"...by having the [Enterprise Corridor] extend to Hamlyn Street while maintaining the 100,000 sq m of gross floor area, mixed use development as contemplated by the Plan will, in my view, be a logical consequence. Simply put, the permitted amount of commercial space will be spread over a wider area and, consequently, there will be room for as of right development of other complementary uses, thereby resulting in a mix of uses throughout the corridor"*.

As outlined in our previous submission, the new Official Plan (The London Plan) is proposing to designate the entire Enterprise Corridor as Shopping Area place type. Applicable policies and schedules of the new Official Plan have been appealed to the OMB and are not presently in effect. Notwithstanding, pursuant to Policy 1558 of the new Official Plan, *"Where there is a conflict or inconsistency between the parent policies or maps of The London Plan and the policies or maps of a secondary plan, the secondary plan policies or maps will prevail. Otherwise, the parent policies and maps of The London Plan will be read together and in conjunction with the secondary plan."* In this circumstance, the commercial cap represents a policy specific to the SWAP which departs from, and takes precedence over, the standard commercial permissions of the Shopping Area place type. As such, the commercial cap introduced through the SWAP remains the overriding policy framework for commercial uses.

In the context of the current (in-force) Official Plan, the commercial cap applied to **the** Enterprise Corridor is entirely in keeping with the GFA restrictions applied to commercial areas throughout London. The caps and associated development policies set out in Section 4.2 of the current Official Plan define a commercial hierarchy throughout the City based on planned function (e.g., neighbourhood-oriented, community-oriented and regional-scale commercial nodes). Section 4.2.1. of this Plan states the objectives for this commercial hierarchy:

- i) *Promote the orderly distribution and development of commercial uses to satisfy the shopping and service needs of residents and shoppers;*
- ii) *Minimize the impact of commercial development on adjacent land uses and on the traffic-carrying capacity of adjacent roads;*

- iii) *Provide sufficient land at appropriate locations to meet the need for new commercial development; and,*
- iv) *Encourage intensification and redevelopment in existing commercial areas within the built-up area of the City to meet commercial needs, to make better use of existing City infrastructure and to strengthen the vitality of these areas.*

In our opinion, the commercial cap applied to the Enterprise Corridor is consistent with the aforementioned objectives and does not represent a policy tool that is unique to the Official Plan framework or inconsistent with the planned function of this designation. Further, it is our opinion that the application of this cap is consistent with sound land use planning as it helps to guide the appropriate distribution of land uses to: efficiently meet market demand; encourage a mix of compatible land uses; and promote complete communities.

According to the analysis provided in the Coriolis report, for the forecast period 2017 to 2047, the additional market demand in South London for region serving retail removal would be 167,100 m<sup>2</sup>. With the cap in place, it is stated in the report that there is capacity to accommodate an additional 176,300 m<sup>2</sup> of retail GFA, including 65,600 m<sup>2</sup> in the Enterprise Corridor. Given this finding, it is concluded in Section 10.1 of the report that, *“There is enough capacity to accommodate demand over the next 30 years”*. It is further noted in this Section that removing the cap increases the capacity in South London to approximately 312,700 m<sup>2</sup>.

Notwithstanding the function of the commercial cap and the adequate supply of land to meet retail demand, Coriolis and City Planning staff are recommending that the cap be removed in its entirety. It is important to note that the Coriolis recommendation is premised, in part, on the re-designation of a number of existing designated commercial sites in the study area to reduce surplus capacity. However, the proposed Amendment in the Staff report does not include any redesignation of existing commercial lands to mitigate the oversupply of retail space in South London; a situation that undermines the planned function of designated commercial lands in this area.

Given these considerations, the commercial GFA cap introduced into the Enterprise Corridor policy framework is an integral mechanism to achieve the planned function of this unique, mixed-use designation. By prescribing a specific limit on the total space expressly dedicated to retail/service commercial development, the policy framework for this corridor facilitates the mix of complementary service, employment, residential and community activities envisioned for this gateway community (recognizing that caps are only applied to commercial and office uses in this Corridor). In addition, the commercial cap addresses an equally important principle to minimize market impact from the premature increase in commercial floor area that would impact on both existing and approved but undeveloped commercial centres.

It is our opinion that the mixed-use permissions and commercial/office caps adopted for the Enterprise Corridor support an efficient development pattern that is entirely consistent with this Policy. Removal of the commercial cap as recommended in the Staff report would allow for an uncontrolled expansion of commercial uses throughout the Enterprise Corridor. Suburban shopping areas, such as those currently developed along Wonderland Road South, typically integrate a variety of stand-alone and large format buildings dispersed across expansive surface parking fields. In our opinion, permitting this type of use throughout the entire Enterprise Corridor would result in a highly inefficient land use pattern that does not support the planned function of this mixed-use designation.

Based upon our assessment and the foregoing considerations, in our opinion, removal of the cap is not consistent with Policy 1.1.1 a) of the PPS.

**1.1.1 Healthy, livable and safe communities are sustained by:**

- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreational, open space and other uses to meet long-term needs;**

The current Official Plan and SWAP generally define that the planned function of the Enterprise Corridor is to provide for a broad range and mix of uses including commercial, office, residential and institutional uses. Based upon our review of related studies/reports, the cap is intended to limit commercial development in the Enterprise Corridor to a scale that (1) is warranted to meet demand and (2) is unlikely to undermine the planned function of other designated commercial areas in the South London trade area. This is reflected in the Planning Division comments highlighted above, which recognize that in this circumstance, a GFA cap is an effective measure to preserve the integrity and planned function of existing commercial centres. Given the physical size, gateway function and prominent location of the corridor, we agree that the commercial cap is an important and prudent tool to support the planned function of existing commercial areas by limiting the oversupply of space in the trade area.

In the Staff report, three principal concerns with the commercial cap were identified through the OPA process (as presented on Page 8):

- *It precludes sites in the Corridor from developing in accordance with the Corridor's planned vision,*
- *It forces inefficient leap-frog development patterns by creating a situation that precludes development on desirable commercial sites, and*
- *It is not achieving the intended effect of the WRCEC policies, which is to allow a fair, equitable, and reasonable distribution of commercial floor area.*

We disagree with these characterizations of the cap and the related analysis presented in the Staff report. It is also our opinion that these concerns address matters that specifically relate to Policy 1.1.1 b)

With respect to the first concern, in our opinion, the commercial cap facilitates a wide mix and geographic distribution of land uses as it affords opportunities for commercial uses and complementary office, residential and community-oriented activities to be located throughout the entire Enterprise Corridor. In our opinion, this land use pattern is entirely consistent with the vision and planned function of the corridor. There has been no information provided to substantiate the statement that the commercial cap precludes sites from developing. If this is, in fact, one of the main reasons why the City is initiating the removal of the cap, then there needs to be sufficient information to demonstrate this assertion. To date, none has been provided.

We fully anticipate that removal of this restriction would concentrate commercial uses between Southdale Road West and Exeter Road, thereby establishing this area as a largely contiguous (single-use) commercial corridor. Further, the proposed Amendment does not include any associated mechanisms to ensure that the entirety of the corridor does not ultimately develop for regional serving retail purposes as contemplated in the Coriolis report.

The Coriolis report also acknowledges that removal of the commercial cap will not increase market demand in South London. Accordingly, it is noted in the report that the major impact of this measure will be to alter the long-term geographic distribution of development in the Enterprise Corridor. Given the substantial oversupply of commercial land forecasted following removal of the cap, the proposed Amendment has the potential to undermine the planned function of both the Enterprise Corridor and

other designated commercial areas in South London including existing commercial centres such as Westmount Mall and White Oaks Mall.

Given these considerations, in our opinion, maintaining the cap supports a range and mix of uses within the Enterprise Corridor and does not preclude development in accordance with its vision and planned function.

In relation to the second concern, as we discussed in our previous submission, the Enterprise Corridor commercial cap was initiated to acknowledge that regional-scale retail uses would represent the first phase of growth in this developing area. It is anticipated that office and institutional uses would occur in the second phase, with residential uses, in low- and mid-rise forms, anticipated in the third phase. It is therefore our opinion that the cap is a critical element of the Enterprise Corridor policy framework as it (1) allows for the development of these region servicing commercial uses to meet current market demands and (2) helps to encourage the establishment of complementary uses in the near- and intermediate-terms.

Under the proposed Amendment, the cap would be removed without any corresponding mechanisms to (1) ensure the corridor develops in a mixed-use form, (2) require warranted demand for additional commercial space to be demonstrated through retail market studies or (3) remove commercial permissions from sites in South London to address resultant oversupply of commercially-designated land. Further, in our opinion, without the cap there is no incentive in place to encourage development of the Enterprise Corridor for non-commercial uses. We are therefore concerned that **the** proposed Amendment has the potential to adversely impact upon the corridor at this early stage of its development.

In the Staff report, concern is expressed regarding non-contiguous (leap-frog) development for lands in the corridor north of Exeter Road identified as having 'No Commercial Zoning Available'. This delineation includes three specific properties immediately south of Bradley Avenue West addressed as 3234, 3263 and 3274 Wonderland Road South. These vacant lands are subject to a planning application requesting 18,700 m<sup>2</sup> of commercial space above the cap and, in our opinion, these lands are the principal concern of Staff in relation to leap-frog development. Notwithstanding, under current SWAP permissions, these lands are not precluded from development for residential, office or institutional uses to complement adjacent shopping centres. This mix of non-commercial uses is entirely consistent with the planned function of the Enterprise Corridor.

The balance of the lands identified as having no commercial zoning are developed for a variety of uses including a redi-mix plant, several multi-tenant industrial buildings and the London Transit Commission operational centre. These uses are well established and have been at this location for a number of years. As such, there is no immediate need to establish commercial permissions on these properties. Collectively, these lands could ultimately be redeveloped to accommodate a range of uses complementary to the shopping centres on the west side of Wonderland Road South (when there is sufficient economic or operational reason to redevelop/relocate these properties). Accordingly, these properties should not be considered 'development gaps' as discussed in the Staff report and proposed by Staff as rationale for removing the GFA cap. It is also important to recognize that the property owners of these sites did not participate in the aforementioned Ontario Municipal Board hearing in relation to the implementation of the Enterprise Corridor commercial cap. In essence, the so called 'gap' identified by staff represents a very small area of land that does not currently have commercial permissions and is not presently developed for other uses. This pattern of development is common along most of the major roadways in the City where there are small parcels of undeveloped land juxtaposed between developed parcels. In our opinion, this does not warrant a City-initiated Official Plan Amendment as proposed along the Enterprise Corridor.

In light of these considerations, it is our opinion that the commercial cap does not promote leap-frog development in the Enterprise Corridor or preclude development of lands for the range of uses envisioned in this designation and supported by this Policy. It is also our opinion that it is not consistent with the planned function of the corridor or sound land use planning to:

- Remove the cap in its entirety to facilitate a relatively limited amount of additional contiguous commercial development that is not warranted to meet market demand;
- Permit the expansion of commercial areas without the benefit of retail market studies demonstrated warranted demand; and
- Broaden commercial permissions without addressing the oversupply of commercially-designated land by redesignating lands for non-commercial purposes.

With respect to the third concern, as discussed in our previous submission and this letter, it is our opinion that the cap is consistent with, and helps to realize, the planned function of the Enterprise Corridor and is an effective tool to help ensure a fair, equitable and reasonable distribution of warranted commercial space. It is also our opinion that removal of the commercial cap will not facilitate the broad mix of uses that is appropriate for the Enterprise Corridor and in keeping with its planned function in the context of the Southwest Planning Area.

In light of these considerations it is our opinion that the commercial cap is a fundamental measure to ensure an appropriate range and mix of land uses in the Enterprise Corridor. It is also our opinion that at the appropriate time, service, employment, residential and community activities will be established within this corridor to (1) meet market demands and (2) achieve the complete and flexible mix of land uses envisioned for this designation. Without the cap, we are concerned that the resultant land use pattern will be inefficient as no planning mechanism would be in place to help guide the scale or distribution of commercial growth in this area or to mitigate the impacts of oversupply. Accordingly, there is the potential that a number of partially-developed commercial sites could be established along the corridor which may preclude opportunities to introduce a broader range of complementary uses. In our opinion, this resultant land use pattern would not be sustainable, supportive of a range and mix of land uses, or consistent with the planned function of the corridor.

Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policy 1.1.1 b) of the PPS.

**1.1.1 Healthy, livable and safe communities are sustained by:**

**e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;**

As discussed above, we are concerned that without a GFA cap in place, the resultant land use pattern in the Enterprise Corridor will be inefficient in relation to both land consumption and the associated servicing costs. Based upon the findings of the Coriolis report, there is no substantiated need to increase the commercial land inventory in this corridor or the South London trade area to address market demand for the next 30 years. By contrast, the cap encourages an orderly, compact and cost-effective development pattern by (1) allocating commercial development to specific development areas throughout the corridor and (2) affording opportunities for complementary office, institutional and residential activities at increased densities to be located throughout the corridor. It is therefore our opinion that the proposed Amendment is not consistent with Policy 1.1.1 e) of the PPS.

**1.1.2 Sufficient land shall be made available to accommodate an appropriate range and mix of housing to meet projected needs for a time horizon of up to 20 years. However, where an alternative time period has been established for specific areas of the Province as a result of a provincial planning exercise or a *provincial plan*, that time frame may be used for municipalities within the area.**

**Within settlement areas, sufficient land shall be made available through intensification and redevelopment and, if necessary, designated growth areas. ...**

The SWAP was developed by City staff to provide a long-term planning vision for the Southwest Planning Area. As discussed, under the terms of this Secondary Plan, the Enterprise Corridor is envisioned to develop in the long-term for a complete and flexible mix of land uses, including commercial, residential, and institutional and office activities. This vision is not expected to be realized in the near-term and there are no sequencing policies in the current Official Plan or SWAP that state that the Enterprise Corridor is to develop concurrently as a mixed-use community. In this regard, it is important to recognize that the SWAP has only been in effect for approximately four years and lands in the Enterprise Corridor are developing according to the expected growth sequencing. In our opinion, there has not been sufficient time to conclude that the policies of the SWAP are not functioning effectively or that the cap is precluding the development pattern envisioned for the Enterprise Corridor. Additionally, as discussed, the Coriolis report did not identify any need for additional commercial space within the corridor to meet 30-year market demand. It is therefore our opinion the proposed Amendment is premature, as no significant planning rationale has been presented to substantiate removal of the cap to accommodate projected long-term land needs.

Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policy 1.1.2 of the PPS.

**1.1.3.2 Land use patterns within settlement areas shall be based on:**

**a) densities and a mix of land uses which:**

- 2. are appropriate for and efficiently use, the *infrastructure and public service facilities* which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;**

Consistent with Policy 1.1.1 e), in relation to the above-referenced Policies we are concerned that without a GFA cap in place, commercial land use pattern in the Enterprise Corridor will be inefficient in relation to both land consumption and the associated servicing costs. York/NADG have made significant capital expenditures to develop their lands for a region servicing shopping centre. These expenditures were predicated on the introduction of the Enterprise Corridor commercial cap and the associated Decision of the Board on this specific policy. In this regard, the cap provided York/NADG with a certain level of assurance that investment in the commercial centre would be sustained by market demand. According to the Coriolis report, removal of the commercial cap would introduce approximately 136,400 m<sup>2</sup> of additional commercial space into the South London trade area (equating to a 77% increase over existing conditions and approximately 87% more space than required to meet forecasted market demand). In our opinion, the substantial increase in capacity resulting from cap removal would hinder or prevent the completion of this approved commercial development. This would result in a partially-developed site and the under-utilization of existing infrastructure servicing these lands.

Accordingly, in our opinion the proposed Amendment is not consistent with Policy 1.1.3.2 a) 2. of the PPS.

**1.1.3.2 Land use patterns within *settlement areas* shall be based on:  
b) a range of uses and opportunities for *intensification and redevelopment* in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.**

Policy 1.1.3.3. of the PPS states that, “*Planning authorities shall identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs*”. The Enterprise Corridor is currently subject to commercial and office space GFA caps; however no caps are applied for residential or institutional uses within this corridor. **The commercial cap does not prevent intensification or redevelopment.** Rather, the cap serves to limit the overall scale of commercial development within this designation. As discussed, the existing Official Plan includes policies which provide direction on the scale of the commercial node hierarchy in order to maintain the planned function of these areas and to avoid oversupply of commercial space (without justification determined through a retail market study). The current Official Plan and The London Plan also include special policies which limit the commercial gross floor area for site-specific locations to address these key objectives.

The Enterprise Corridor cap serves the same fundamental purpose as the caps applied within traditional commercial areas. Additionally, by limiting the overall scale of commercial use, this policy encourages a range of other uses within this designation (consistent with its planned function). In this respect, these policies work collaboratively, as the cap provides a sufficient supply of commercial lands and supports the development of a range of complementary uses which promote opportunities for substantial intensification and redevelopment. While intensification and redevelopment within the corridor are guided by Official Plan and SWAP policies, the commercial cap represents an important component of the overall policy framework supporting these initiatives. As discussed, elimination of the cap would remove the incentive to develop the Enterprise Corridor for non-commercial uses, which in turn, would limit opportunities for redevelopment and intensification within the corridor.

Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policy 1.1.3.2 b) the PPS.

**1.1.3.6 New development taking place in *designated growth areas* should occur adjacent to the existing built-up area and shall have a compact form, mix of uses and densities that allow for the efficient use of land, *infrastructure and public service facilities*.**

In the context of the SWAP’s Wonderland Boulevard Neighbourhood, the Enterprise Corridor was established in part to support a complete and flexible mix of land uses, including commercial, residential, and institutional and office activities. The corridor was also established to integrate existing and future development areas collectively into a unique, mixed-use corridor. As discussed, the commercial GFA cap introduced into the Enterprise Corridor policy framework is an integral mechanism to achieve the planned function of this designation. In this regard, the cap ensures that only a portion of the entire designation can be dedicated exclusively for those purposes. With this restriction in place, in its entirety, the policy framework for the corridor encourages and promotes the mix of complementary service, employment, residential and community activities in a compact, efficient form.

Under the proposed Amendment, the cap would be removed without any corresponding policies to minimize the concentration of commercial uses and to ensure the corridor develops in a mixed-use form. Further, in our opinion, without the cap there is no incentive in place to encourage development of the Enterprise Corridor for non-commercial uses. In the Staff report, in relation to this Policy it is argued that,

*"It is not consistent with the PPS to include policies that would prevent the corridor from achieving a mix of uses that result in contiguous development patterns south of Bradley Avenue".* We disagree that the commercial cap is precluding contiguous development south of Bradley Avenue as these lands benefit from residential, office and institutional permissions that serve to complement the adjacent shopping centres. Policy 1.1.3.6 does not stipulate the new development must reflect adjacent uses. Rather, the Policy promotes compact, efficient mixed use development patterns. In our opinion, with the commercial cap in place, the current Enterprise Corridor policy framework is entirely consistent with this Policy. Additionally, the Policy does not stipulate the new development adjacent to existing developed areas must occur without gaps. Market conditions and ownership decisions commonly delay development of lands contiguous to established urban areas. In this respect, we fully anticipate that lands south of Bradley Avenue will develop for a range of non-commercial uses in accordance with the expected growth sequencing for the Enterprise Corridor.

As discussed, without the cap in place, we are concerned that the resultant land use pattern will be inefficient as there would be no planning mechanism in place to guide the scale of commercial sites in this area. Accordingly, there is the potential that a number of partially-developed commercial sites could be established along the corridor which may preclude opportunities to introduce a broader range of complementary uses. We are also concerned that this development pattern would not be sustainable, given that there is already more capacity in South London than is required to serve retail needs for the next 30 years.

Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policy 1.1.3.6 of the PPS.

**1.3.1 Planning authorities shall promote economic development and competitiveness by:**

- a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs;**
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;**
- c) encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities; ...**

Policies 1.3.1. a), b) and c) address matters discussed in our previous submission and this letter.

In relation to Policy a) the commercial cap is a fundamental policy to support an appropriate range and mix of land uses in the Enterprise Corridor. Further, it is our opinion that the Enterprise Corridor commercial cap was initiated to acknowledge that regional-scale retail uses would represent the first phase of growth in this developing area. In the fullness of time, we anticipate that service, employment, residential and community activities will be established within this corridor to (1) meet market demands and (2) achieve the complete and flexible mix of land uses envisioned for this designation.

Respecting Policy b), the commercial GFA cap introduced into the Enterprise Corridor policy framework is an integral mechanism to achieve the planned function of this unique, mixed-use designation. By prescribing a specific limit on the total space expressly dedicated to retail/service commercial development, the policy framework for this corridor facilitates the mix of complementary service, employment, residential and community activities envisioned for this gateway community.

With regard to Policy c), the commercial cap ensures that only a portion of the entire designation can be dedicated exclusively for these purposes. With this restriction in place, in its entirety, the policy framework for the corridor encourages and promotes the mix of complementary service, employment, residential and community activities in a compact, efficient form. Moreover, it is our opinion that the application of this cap is consistent with sound land use planning as it helps to guide the appropriate distribution of land uses to promote complete communities and to meet market needs.

Given these considerations, in our opinion the Enterprise Corridor commercial cap supports an efficient development pattern entirely consistent with this Policy. Removal of the commercial cap as recommended in the Staff report would allow for a concentration of commercial uses throughout the Enterprise Corridor. In our opinion, permitting this type of use throughout the Enterprise Corridor would result in a highly inefficient land use pattern that does not support the planned function of this mixed-use designation. Accordingly, in our opinion, removal of the cap is not consistent with Policies 1.3.1 a), b) and c) of the PPS.

**1.6.1 Infrastructure, electricity generation facilities and transmission and distribution systems, and public service facilities shall be provided in a coordinated, efficient and cost-effective manner that considers impacts from climate change while accommodating projected needs.**

**Planning for infrastructure, electricity generation facilities and transmission and distribution systems, and public service facilities shall be coordinated and integrated with land use planning so that they are:**

- a) financially viable over their life cycle, which may be demonstrated through asset management planning; and**
- b) available to meet current and projected needs.**

In the October 7, 2014 Planning staff report regarding the commercial development proposal (Application OZ-8324) referenced earlier in this letter, it was noted that *"The principle behind the inclusion of a cap on commercial development is to prevent the oversupply of commercial uses in new suburban areas, where additional public infrastructure and servicing investments are required and must be supported over the long-term. ..."*. As discussed we are concerned that without a GFA cap in place to provide direction respecting the scale of commercial sites in the area, the resultant land use pattern in the Enterprise Corridor will be inefficient in relation to both land consumption and the associated servicing costs.

York/NADG have made significant capital expenditures in infrastructure to develop their lands for a region servicing shopping centre. The cap provided existing commercial properties along the Wonderland Road South corridor as well as York/NADG with a certain level of assurance that investment in the commercial centre would be sustained by market demand. As the Coriolis report does not demonstrate that removal of the cap is warranted to address market demand in the long-term, in our opinion the substantial increase in commercial space resulting from cap removal would hinder or prevent the completion of this approved commercial development. This would result in a partially-developed site and the under-utilization of existing infrastructure servicing these lands. By contrast, in our opinion, with the commercial cap in place, the policy framework for the corridor encourages and promotes the type of mixed-use, compact development that serves to optimize investments in infrastructure.

Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policy 1.6.1 of the PPS.

**1.7.1 Long-term economic prosperity should be supported by:**

- b) optimizing the long-term availability and use of land, resources, *infrastructure, electricity generation facilities and transmission and distribution systems, and public service facilities;***
- c) maintaining and, where possible, enhancing the vitality and viability of downtowns and mainstreets;**
- d) encouraging a sense of place, by promoting well-designed built form and cultural planning, and by conserving features that help define character, including *built heritage resources and cultural heritage landscapes;***

Policies 1.7.1. b), c) and d) address matters discussed in our previous submission and this letter.

Respecting Policy b), in our opinion, removing the Enterprise Corridor commercial cap would result in an inefficient land use pattern as there would be no planning mechanism in place to help guide commercial development in this area. Accordingly, there is the potential that a number of partially-developed commercial sites could be established along the corridor which may preclude opportunities to introduce a broader range of complementary uses. We are concerned that this resultant land use pattern would not be sustainable and would not optimize infrastructure investments, given that there is already more capacity in South London than needed to serve long-term retail needs.

With regard to Policy c), the substantial oversupply of retail GFA resulting from removal of the cap has the potential to undermine the planned function of both the Enterprise Corridor and other designated commercial areas in South London (thereby adversely impacting upon their overall vitality and viability). The Coriolis report addresses this concern by proposing that strategic measures could be considered to avoid excess capacity other than a GFA cap. One potential measure presented by Coriolis is to redesignate lands in the Enterprise Corridor to uses not required to meet retail market demand (including lands south of Exeter Road). In our opinion, redesignation of these lands for non-commercial uses is not consistent with the planned function of the corridor to accommodate a range and mix of land uses to meet service, employment, residential and community activity needs. Moreover, in our opinion, if elimination of the cap is predicated on the removal of commercial permissions from lands in this corridor, any decision on the cap is premature without a full evaluation of existing and future land use in this designation. Additional concerns with the Coriolis recommendations in relation to this Policy are detailed in the Ward Land Economics Inc. (WRE) submission to the Planning and Environment Committee (dated March 15, 2018).

In relation to Policy d), the Coriolis recommendation to remove the cap is based, in part, on a concern that this area is not viable for a mixed-use development pattern and should be built-out for regional serving retail uses north of Exeter Road. We disagree with this assessment and further note that under the current Official Plan and SWAP, the vision of the Enterprise Corridor is to support a complete and flexible mix of land uses. In our opinion, lands in the corridor are developing according to the expected growth sequencing and in the fullness of time, this area will realize its intended, mixed-use character. Accordingly, it is our opinion that the proposed Amendment is premature.

Based upon our assessment and the foregoing considerations, in our opinion, the proposed Amendment is not consistent with Policies 1.7.1 b), c) or d) of the PPS.

**4.4 This Provincial Policy Statement shall be read in its entirety and all relevant policies are to be applied to each situation.**

Commentary provided in this letter addresses those Policies of the PPS which, in our opinion, are particularly germane to the proposed Amendment to remove the Enterprise Corridor commercial cap. Consistent with Policy 4.4, all Policies of the PPS were evaluated in conjunction with our assessment of the proposed Amendment. It is also our opinion that the Staff Report presents a very narrow interpretation of the consistency of this proposal with the PPS.

**4.7 The official plan is the most important vehicle for implementation of this Provincial Policy Statement. Comprehensive, integrated and long-term planning is best achieved through official plans.**

**Official plans shall identify provincial interests and set out appropriate land use designations and policies. ...**

Collectively, our submission to the Planning and Environment Committee on the proposed OPA (dated March 16, 2018) and this letter address the consistency of this proposal with the Provincial Policy Statement (2014) and the City's current Official Plan, new Official Plan (The London Plan) and the Southwest Area (Secondary) Plan. We have specifically evaluated the planning merits of removing the Enterprise Corridor commercial cap relative to the planned function of this designation as defined in the current Official Plan and the SWAP.

Generally, the intent of the Enterprise Corridor is to provide for a wide range of commercial, office, residential, and institutional uses. In our opinion with these restrictions in place, in its entirety, the policy framework for the corridor encourages and promotes the mix of complementary service, employment, residential and community activities envisioned for this gateway community. We have evaluated the conclusions/recommendations of the Coriolis and Planning Staff reports and have identified significant planning concerns with the recommendations of both reports to remove the cap. These concerns are itemized in our submission to the Committee and further discussed in this letter.

In summary, it is our opinion that the commercial cap is an integral mechanism to fulfill the planned function of the Enterprise Corridor as a mixed-use development area supporting a wide range of commercial, office, residential, and institutional uses. This vision is set out in the Official Plan and the SWAP, and this vision will not be achieved with the removal of the commercial cap. Accordingly, in our opinion, the proposed Amendment does not conform to the Official Plan and is therefore not consistent with Policy 4.7 of the PPS.

**SUMMATION**

In light of our review of the Staff report, the Coriolis report and other studies and reports relating to this OPA application, it is our opinion that no significant planning rationale has been presented to substantiate removal of the commercial cap. To the contrary, the findings of the Coriolis report illustrate that removal of the cap would be detrimental to the planned function of this mixed-use corridor and other commercial areas in South London.

**Given these considerations, we therefore respectfully request that Council not support the proposed Official Plan Amendment to remove the Enterprise Corridor commercial cap. Additionally, as outlined in this letter, it is our opinion that the proposed Amendment**

**recommended in the Staff Report and endorsed by the Committee is not consistent with the Provincial Policy Statement.**

We trust that the information presented offers sufficient detail to assist the Council with its evaluation of this proposal.

Yours truly,

**MHBC**



Carol M. Wiebe  
Partner



Scott Allen, MA, RPP  
Partner

cc. *S. Bishop; NADG*  
*A. Soufan; York Development*  
*J. Harbell, J. Cheng; Stikeman Elliott*  
*M. Ward; Ward Land Economics*

March 23, 2018

File: 17-1004

City of London  
300 Dufferin Avenue  
London, Ontario  
PO Box 5035, N6A 4L9

**Attention: Mayor Brown and Councillors**

Dear Sirs/Mesdames:

**Re: Proposed Official Plan Amendment, Wonderland Road Community Enterprise Corridor, Southwest Area Secondary Plan**

At the Planning & Environment Committee Meeting on March 19, 2018 regarding the proposed Official Plan Amendment (“OPA”) to delete policy 20.5.6.1 v) a) of the Southwest Area Secondary Plan (“SWAP”), various questions and items were raised regarding the potential removal of the 100,000 sq.m. commercial development cap in the Wonderland Road Community Enterprise Corridor (“WRCEC” or “Enterprise Corridor”). This letter responds to the market related questions and issues raised at the March 19, 2018 meeting and is based on reference to:

- the Coriolis Consulting Corp. report titled *“Impact of Removing the Retail Development Cap in the Wonderland Road Community Enterprise Corridor (WRCEC), London Ontario”* prepared for the City of London, Final Report dated February 2018 (the “Coriolis Report”); and,
- the Ward Land Economics Inc. letter to Planning & Environment Committee *“Re: Impact of Eliminating the Commercial Development Cap in the Wonderland Road Community Enterprise Corridor, City of London”* dated March 15, 2018 (the “WLE March 15, 2018 Letter”).

**1. What is the Purpose of the Coriolis Report as Directed by City Staff?**

Page 6 of the City’s March 19, 2018 Staff Report informs of the direction given to Coriolis Consulting Corp. in preparing their report. The Staff Report states that:

*Directions given to the consultant were to evaluate the impact of removing the cap on existing and planned retail and service space in the City of London and identify strategies to mitigate any potential impacts. [emphasis added]*

Therefore, the purpose of the Coriolis Report as directed by Planning Staff is two-fold:

- 1) evaluate the impact of removing the cap; and,
- 2) identify strategies to mitigate any potential impacts.

With respect to market impact, the March 19, 2018 Staff Report informs that the intended purpose and effect of the recommended OPA and removal of the cap, is to allow the market to determine appropriate locations while not negatively impacting other commercial sites. Page 6 of the Staff Report states that the OPA and removal of the cap is to (among other items):

*Allow the market to determine appropriate locations for commercial development within commercially designated areas, while not negatively impacting other commercial sites in South London.*

The intent to protect commercial sites from impact is consistent with the City of London October 7, 2014 Staff Report which informs that the purpose of the commercial cap applied to the Enterprise Corridor is to prevent an over-supply of commercial space and to protect the integrity and planned function of existing commercial centres in the City.

The intent to protect commercial sites, commercial areas, and the downtown from negative impact, is also consistent with the City's existing Official Plan, The London Plan, and the Provincial Policy Statement as summarized on pages 8 and 9 of the WLE March 15, 2018 letter.

**2. What are the Coriolis Report Findings Regarding (1) the Impact of Removing the Cap and (2) the Strategy to Mitigate Impacts of Removing the Cap?**

The Coriolis Report findings regarding the impact of removing the cap, and the recommended strategy to mitigate impacts are as follows:

- 1. Impact of Removing the Cap:** The Coriolis Report (page 2 and 52) identifies that removing the cap creates excess region serving capacity which is not needed over the next 30 years from 2017 to 2047, and that removal of the cap postpones a viable development option for less suited region serving retail sites over the next 30 years.
- 2. Strategy to Mitigate Impacts:** To avoid excess commercial capacity with removal of the cap, the Coriolis Report recommends a strategy to mitigate impacts. The Coriolis Report recommends that five commercial sites be redesignated for non-commercial uses. The five commercial sites include: Greenhills, Aarts, two sites on Wharncliffe Road, and one site on Wellington Road South at Highway 401, across from Costco and the future Ikea.

The table below provides a summary of the five commercial sites identified by the Coriolis Report to be redesignated for non-commercial uses. In total the five sites could accommodate over 600,000 sq.ft. (over 56,000 sq.m.) of retail commercial space based on the Coriolis Report.

**Table 1: Coriolis Report Mitigation Strategy – Summary of Commercial Sites Recommended for Redesignation to Non-Commercial Uses**

Site # (1)	Name/Owner	Location Address (1)	Location Description	Designation (1)	Potential Retail Commercial Space (in sq.ft.) (1)
14	Greenhills	51 - 99 Exeter Rd.	Enterprise Corridor	WRCEC	179,858
15	Aarts	17 Exeter Road	Enterprise Corridor	WRCEC	0
25	n/a	4441 Wellington Road South	Hwy. 401 Regional Node	NFRCN	245,107
27	n/a	146 Exeter Road	Wharnccliffe Rd.	AOCC	125,035
28	n/a	1255 - 1229 Wharnccliffe Rd.	Wharnccliffe Rd.	AOCC	56,710
<b>Total (in sq.ft.)</b>					<b>606,710</b>
<b>Total (in sq.m.)</b>					<b>56,365</b>

(1) Based on the Coriolis Report Exhibit 60 and page 52

However, the Coriolis Report does not include a market or planning analysis to assess the implications of redesignating the five commercial sites, nor has a public process been carried out to determine if the Coriolis Report recommendation for redesignation is appropriate or implementable.

Correspondence provided by Greenhills Shopping Centres Limited (“Greenhills”) to the City Planning & Environment Committee dated March 15, 2018 states that:

*“We fundamentally disagree with the notion that the Property should be redesignated now or at any time in the future to exclude retail permission. The intention of Greenhills is to maintain current retail commercial permissions in order to develop the site in a manner consistent with the 2014 zoning amendment approved by City Council...”*

The Greenhills site accounts for over a quarter of the retail commercial space that could be built on the five commercial sites identified by the Coriolis Report to be redesignated. Based on the Greenhills March 15, 2018 correspondence, the recommendation to redesignate the Greenhills site to non-commercial uses does not reflect the intentions of the land owner.

**3) Is the Proposed Official Plan Amendment Consistent with the Coriolis Report Findings and the Strategy to Mitigate Impacts with Removal of the Cap?**

No, the City's proposed OPA provided in the March 19, 2018 Staff Report is not consistent with the Coriolis Report recommendations, and the OPA puts the City's commercial areas at risk of significant impact.

The Coriolis Report recommends that a mitigation strategy to avoid excess commercial capacity, in lieu of a cap, is to redesignate five sites for uses other than commercial. Based on the Coriolis Report, the five sites have capacity for over 600,000 sq.ft. of commercial space. However, the proposed OPA does not provide for the redesignation of those lands.

To be consistent with the Coriolis Report recommendation, the City needs to address the redesignation of existing commercial lands. Additional work and analysis is required for Planning Staff to assess the market and planning implications of the Coriolis Report recommendations and whether or not the recommendations are implementable.

**4) What are the Implications of Removing the Cap Without Implementing a Corresponding Strategy to Mitigate Impacts?**

Since redesignation of the five commercial sites as recommended by the Coriolis Report is not reflected in the proposed OPA, it follows that approval of the OPA would result in significant negative impact on existing and planned shopping centres and commercial areas.

The Coriolis Report recommendation that five commercial sites be redesignated to non-commercial uses would result in a reduction of over 600,000 sq.ft. in the potential supply of commercial space. If the impact mitigation strategy is not implemented, as the proposed OPA is presently drafted, then the City risks significant negative impact on existing shopping centres and commercial areas.

If too much commercial space is permitted too soon, then the City risks significant impact on existing and planned retail commercial areas including the Enterprise Corridor and SWAP, existing shopping centres, the downtown, other commercial areas, and the planned Transit Villages. Significant negative impact leads to undermining the planned function of commercial areas, store closures, and job losses.

Southwest London currently has a significant amount, over 800,000 sq.ft., of vacant retail commercial space as detailed in the attached Memorandum prepared by Ward Land Economics Inc. dated March 23, 2018. Accounting for large/anchor space vacancies elsewhere in London, the city has over one million square feet of vacant space. This does not include other vacancies throughout the city.

The Kircher 2016 market study prepared for the City also identified the impact implications of permitting too much space too soon. The Kircher 2016 market study states that:

*...substantial overbuilding can be costly and inefficient, as clearly illustrated by the history of Westmount Mall which lost most retail space on its second level and Pond Mills Square, which has closed.*

This result is not consistent with the City of London Official Plan or the Provincial Policy Statement which provide policy direction that protects commercial areas including the downtown.

### **5) Is the Commercial Cap Working and is it Appropriate?**

There are various indicators that the commercial cap on the Enterprise Corridor is appropriate and is working to achieve the vision of the Enterprise Corridor while protecting commercial areas from negative impact.

As summarized in the WLE March 15, 2018 letter, the commercial cap in the Enterprise Corridor allows for a proper distribution of commercial space, retenanting of existing vacancies in existing centres, allows for mixed use development in the Enterprise Corridor, and allows the market to determine appropriate locations for commercial development within commercially designated areas, while not negatively impacting other commercial sites in South London.

The commercial cap facilitates the development of a mixed-use area as envisioned and directed by planning policy in SWAP. Contrary to the concern that mixed-use is not viable in the Enterprise Corridor, mixed use development in the Enterprise Corridor has in fact been demonstrated to be viable considering Greenhills' current plans for residential development adjacent to their commercial lands.

### **Conclusion and Recommendation**

The City's proposed Official Plan Amendment provided in the March 19, 2018 Staff Report is not consistent with the Coriolis Report recommendations and therefore, the OPA puts the City's commercial areas at significant risk of impact.

The Coriolis Report recommends that a mitigation strategy to avoid excess commercial capacity in lieu of a cap, is to redesignate various lands for non-commercial uses. To be consistent with the Coriolis Report recommendation, the City needs to address the redesignation of such existing commercial lands.

TO: Mayor Brown and Councillors  
RE: Wonderland Road Commercial Enterprise Corridor, London

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March 23, 2018

Additional work and analysis is required for Planning Staff to assess the market and planning implications of the Coriolis Report recommendations for redesignation and whether or not the recommendations are implementable.

It is recommended that the City account for and protect its existing and planned retail commercial land, as well as the planned function of its commercial areas, before permitting additional retail commercial land that is not needed and allowing uncontrolled development within the Enterprise Corridor.

Yours very truly,  
**Ward Land Economics Inc.**

A handwritten signature in blue ink, appearing to read "M. Ward".

Mimi Ward, PLE, MCIP, RPP.  
President

## MEMORANDUM

**To:** Ali Soufan, *York Developments* and Steve Bishop, *North American*  
**From:** Mimi Ward, *Ward Land Economics Inc.*  
**Date:** March 23, 2018  
**WLE File:** 17-1004  
**Re:** Summary of the March 2018 Retail Commercial Inventory of Southwest London

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The following provides a summary of the retail and service commercial inventory of existing space carried out in March 2018 of southwest London. The southwest London area extends south from the Thames River, west from Adelaide Street South and the CN Rail tracks, and south and west to the municipal boundary. The southwest London area is the primary trade area which I previously defined to assess the Enterprise Corridor and SWAP market for the 2014 OMB hearing.

The measured field inventory of southwest London was carried out by The Dalvay Group in March 2018 under the direction of Ward Land Economics Inc. The inventory provides an update of an inventory previously carried out by The Dalvay Group in November 2013, under my direction while previously at Malone Given Parsons Ltd. The November 2013 inventory was submitted to the OMB for the SWAP hearing.

An inventory of supermarkets and department stores in all other areas of London was also carried out by The Dalvay Group in March 2018. That inventory was used to identify anchor store changes, closures, and vacancies.

The retail and service commercial inventory includes: food stores, non-food stores, services, and vacant space. The inventory is grouped into commercial nodes as summarized on the attached tables.

The following provides a summary of the findings regarding the March 2018 inventory.

- There is over 6.8 million square feet of retail and service commercial space in southwest London.
- The largest concentration of space, over a quarter of all retail and service commercial space in southwest London, is located within the Wellington Road node followed by the Wonderland Road node which accounts for approximately 16% of the space.

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- Over 11% or 803,200 sq.ft. of the retail and service commercial space in southwest London is vacant. That is a significant amount of vacant space. The amount of vacant space together is greater than the size of White Oaks Mall.
  - Vacancy in southwest London increased from 501,400 sq.ft. in November 2013 to 803,200 sq.ft. in March 2018. As such, the amount of vacant space in southwest London increased by 301,800 sq.ft. which represents an increase of 60% within four years.
  - Several of the vacancies have been vacant for many years.
  - Of the 803,200 sq.ft. of vacant space, almost 40% (304,500 sq.ft.) is located along Wellington Road and over a third (34% or 276,700 sq.ft.) is located in the Westmount Shopping Centre.
  - Over half (51% or 276,700 sq.ft.) of Westmount Shopping Centre is vacant. Most of the vacancy is due to the closure of Target and Sears. Vacancy at Westmount Shopping Centre increased from 30,500 sq.ft. in November 2013, to 276,700 sq.ft. today.
  - Over 16% or 304,500 sq.ft. of the Wellington Road node is vacant.
  - There are other vacancies in London which have occurred due to closures of department stores and other stores. The largest of those vacancies include:
    - the former 65,700 sq.ft. Zellers at Pond Mills at Commissioners Road East;
    - the former 97,000 sq.ft. Rona Home Centre at the Summerside Shopping Centre on Commissions Road East; and,
    - the former 75,000 sq.ft. Sears Outlet at London Mall on Oxford Street West.
    - Those three vacancies total 237,500 sq.ft. Together with the 803,200 sq.ft. of vacant space in southwest London, there is more than one million square feet of vacant space. This does not include other vacancies throughout the city.
  - Since the November 2013 inventory was conducted (which was within six months the 2014 OMB approval of SWAP), there have been various additions of retail commercial space within new constructions. Since that time, there has been over 100,000 sq.ft. more new retail commercial space built in the Enterprise Corridor than in other areas of southwest London. Most of the new retail construction is accounted for by the 140,000 sq.ft. Lowes in the Enterprise Corridor. Other additions include: SportChek, Atmosphere, and PetSmart which together with the Lowes totals 177,200 sq.ft. This does not include retenanting of existing space such as the Ikea pick up, as it did not result in a net addition of new space.

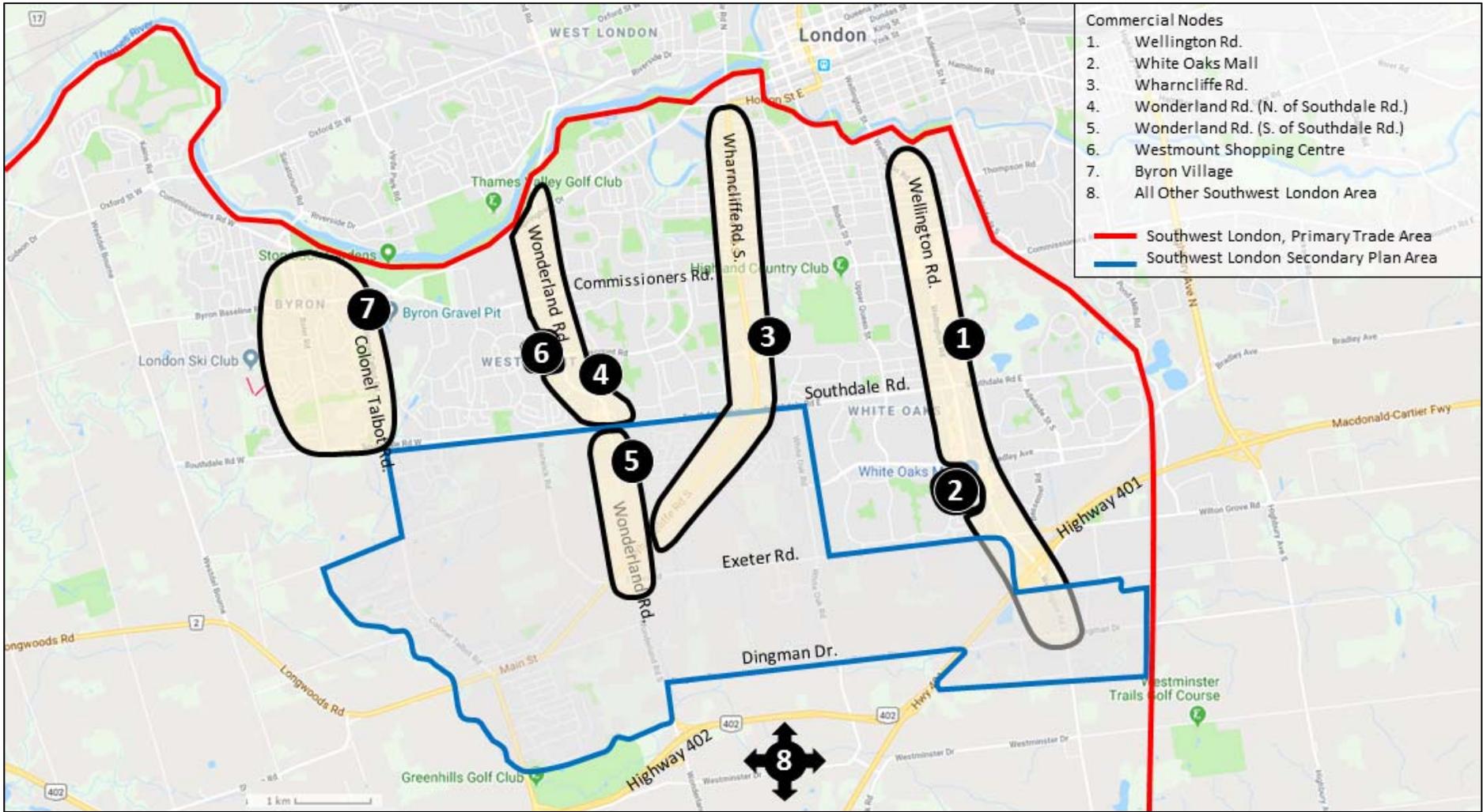
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- New retail commercial construction elsewhere in southwest London is less than that which has occurred in the Enterprise Corridor. New retail commercial developments in other areas of southwest London include: an 11,000 sq.ft. plaza at 875 Wellington Road, the addition of 24,000 sq.ft. along Wharncliffe Road (Cal Tire and Home Hardware), a new Starbucks on Commissioners Road, and some other smaller additions elsewhere.
  - There are various examples of “retail migration” in particular along Wellington Road. Several stores have relocated to existing buildings within the node including: Farm Boy which replaced a Future Shop, and MEC which relocated within the corridor, among others. Several stores have relocated from Wellington Road to Wonderland Road.
  - There have been a lot of tenant changes and turn-over of businesses in southwest London over the past four years. In particular, there have been several tenant changes along Wellington Road, Westmount Shopping Centre, and White Oaks Mall.

In summary, the March 2018 inventory illustrates that there is a significant amount of vacant space in southwest London. Most of the vacancy is located along Wellington Road and the Westmount Shopping Centre. As well, there are several examples of “retail migration” whereby stores have relocated from one location to another, many of which are in the Wellington Road area. Retail migration results in vacancies after stores relocate to new locations. As well, some of the city’s largest vacancies have resulted from the closure of Zellers/Target and Sears.

**Attachment**

**Southwest London Inventory – March 2018**

**Figure 1: Southwest London Retail and Service Commercial Nodes**



*Google Earth base map, overlay information prepared by Ward Land Economics Inc.*

**Table 1: Southwest London Retail and Service Commercial Inventory - March 2018**  
**Space by Node in Square Feet**

	Node 1	Node 2	Node 3	Node 4	Node 5	Node 6	Node 7	Node 8	TOTAL
	Wellington Rd (from just south of Dingman Dr. to Thames River)	White Oaks Mall	Wharncliffe Rd. (from just south of Southdale Rd E to Thames River)	Wonderland Rd. (from Southdale Rd E to Thames River)	Wonderland Rd. (from Southdale Rd E to Wharncliffe Rd S)	Westmount Shopping Centre	Byron Village	All Other Southwest London Area	Total Southwest London
Supermarkets & Grocery	113,000	0	40,100	88,400	115,600	37,000	38,200	146,700	579,000
Other Food Stores	27,100	2,600	10,800	4,300	2,000	8,100	10,300	58,500	123,700
<b>Total Food Store</b>	<b>140,100</b>	<b>2,600</b>	<b>50,900</b>	<b>92,700</b>	<b>117,600</b>	<b>45,100</b>	<b>48,500</b>	<b>205,200</b>	<b>702,700</b>
Department Stores	0	296,780	0	0	0	0	0	0	296,780
Warehouse Membership Club	108,000	0	0	0	0	0	0	0	108,000
Home & Auto Supply, Tires/Batteries/Accessories	161,200	0	28,000	10,900	80,000	0	0	41,700	321,800
Other General Merchandise Stores	88,900	13,400	10,900	0	10,000	5,700	2,300	120,000	251,200
Health and Personal Care Stores	29,700	31,500	35,200	34,100	1,200	4,200	18,800	118,600	273,300
Clothing and Clothing Accessories Stores	140,900	215,300	11,000	22,400	93,500	30,600	0	34,600	548,300
Furniture and Home Furnishings	137,900	14,400	363,700	13,800	157,400	4,400	0	152,800	844,400
Other Non-Food Store	183,700	45,800	40,600	14,600	145,800	2,200	8,100	77,200	518,000
Home Improvement	23,900	0	23,800	55,100	270,000	0	0	86,600	463,400
<b>Total Non-Food Store</b>	<b>878,200</b>	<b>617,180</b>	<b>513,200</b>	<b>150,900</b>	<b>757,900</b>	<b>47,100</b>	<b>29,200</b>	<b>631,500</b>	<b>3,625,180</b>
<b>Total Retail</b>	<b>1,018,300</b>	<b>619,780</b>	<b>564,100</b>	<b>243,600</b>	<b>875,500</b>	<b>92,200</b>	<b>77,700</b>	<b>836,700</b>	<b>4,327,880</b>
Second Hand Merchandise	49,700	0	6,000	0	0	0	500	9,000	65,200
Liquor / Beer / Wine	23,600	0	4,500	0	17,800	0	8,300	10,900	65,100
Miscellaneous	0	0	6,300	0	0	0	0	16,700	23,000
<b>Total Other Retail</b>	<b>73,300</b>	<b>0</b>	<b>16,800</b>	<b>0</b>	<b>17,800</b>	<b>0</b>	<b>8,800</b>	<b>36,600</b>	<b>153,300</b>
Food Services & Drinking Places	235,500	10,900	60,400	43,600	50,000	11,300	26,400	114,700	552,800
Repair and Maintenance Services	18,900	0	12,900	7,300	0	500	1,800	0	41,400
Personal & Laundry	24,500	7,600	25,900	13,200	1,200	1,300	15,000	58,100	146,800
Financial Services	21,500	15,100	15,300	7,100	27,300	0	13,300	38,800	138,400
Medical Services	19,700	2,600	18,400	20,200	0	48,300	24,050	67,300	200,550
Other Professional Services	25,800	1,700	21,900	7,500	9,200	0	2,000	45,100	113,200
Other Services	21,400	0	28,000	11,600	7,000	71,700	13,600	62,400	215,700
Entertainment & Fitness	46,100	0	7,500	0	70,000	40,100	2,600	23,300	189,600
<b>Total Services</b>	<b>413,400</b>	<b>37,900</b>	<b>190,300</b>	<b>110,500</b>	<b>164,700</b>	<b>173,200</b>	<b>98,750</b>	<b>409,700</b>	<b>1,598,450</b>
<b>Total Occupied Space</b>	<b>1,505,000</b>	<b>657,680</b>	<b>771,200</b>	<b>354,100</b>	<b>1,058,000</b>	<b>265,400</b>	<b>185,250</b>	<b>1,283,000</b>	<b>6,079,630</b>
Vacant Space	304,500	33,900	72,300	30,400	23,300	276,700	5,700	56,400	803,200
<b>Total Measured Space (in sq.ft.)</b>	<b>1,809,500</b>	<b>691,580</b>	<b>843,500</b>	<b>384,500</b>	<b>1,081,300</b>	<b>542,100</b>	<b>190,950</b>	<b>1,339,400</b>	<b>6,882,830</b>

Inventory conducted by The Dalvy Group under the direction of Ward Land Economics Inc., March 2018

Other food store space includes convenience stores in gas stations. Vacant space includes retail and commercial services space.

Prepared by Ward Land Economics Inc.

**Table 2: Southwest London Retail and Service Commercial Inventory - March 2018**  
**Distribution of Space by Node**

	Node 1	Node 2	Node 3	Node 4	Node 5	Node 6	Node 7	Node 8	TOTAL
Commercial Node	Wellington Rd (from just south of Dingman Dr. to Thames River)	White Oaks Mall	Wharncliffe Rd. (from just south of Southdale Rd E to Thames River)	Wonderland Rd. (from Southdale Rd E to Thames River)	Wonderland Rd. (from Southdale Rd E to Wharncliffe Rd S)	Westmount Shopping Centre	Byron Village	All Other Southwest London Area	Total Southwest London
Supermarkets & Grocery	19.5%	0.0%	6.9%	15.3%	20.0%	6.4%	6.6%	25.3%	100.0%
Other Food Stores	21.9%	2.1%	8.7%	3.5%	1.6%	6.5%	8.3%	47.3%	100.0%
<b>Total Food Store</b>	<b>19.9%</b>	<b>0.4%</b>	<b>7.2%</b>	<b>13.2%</b>	<b>16.7%</b>	<b>6.4%</b>	<b>6.9%</b>	<b>29.2%</b>	<b>100.0%</b>
Department Stores	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Warehouse Membership Club	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Home & Auto Supply, TBA	50.1%	0.0%	8.7%	3.4%	24.9%	0.0%	0.0%	13.0%	100.0%
Other General Merchandise Stores	35.4%	5.3%	4.3%	0.0%	4.0%	2.3%	0.9%	47.8%	100.0%
Health and Personal Care Stores	10.9%	11.5%	12.9%	12.5%	0.4%	1.5%	6.9%	43.4%	100.0%
Clothing and Clothing Accessories	25.7%	39.3%	2.0%	4.1%	17.1%	5.6%	0.0%	6.3%	100.0%
Furniture and Home Furnishings	16.3%	1.7%	43.1%	1.6%	18.6%	0.5%	0.0%	18.1%	100.0%
Other Non-Food Store	35.5%	8.8%	7.8%	2.8%	28.1%	0.4%	1.6%	14.9%	100.0%
Home Improvement related	6.0%	0.0%	5.1%	11.9%	58.3%	0.0%	0.0%	18.7%	100.0%
<b>Total Non-Food Store</b>	<b>24.2%</b>	<b>17.0%</b>	<b>14.2%</b>	<b>4.2%</b>	<b>20.9%</b>	<b>1.3%</b>	<b>0.8%</b>	<b>17.4%</b>	<b>100.0%</b>
<b>Total Retail</b>	<b>23.5%</b>	<b>14.3%</b>	<b>13.0%</b>	<b>5.6%</b>	<b>20.2%</b>	<b>2.1%</b>	<b>1.8%</b>	<b>19.3%</b>	<b>100.0%</b>
Second Hand Merchandise	76.2%	0.0%	9.2%	0.0%	0.0%	0.0%	0.8%	13.8%	100.0%
Liquor / Beer / Wine	36.3%	0.0%	6.9%	0.0%	27.3%	0.0%	12.7%	16.7%	100.0%
Miscellaneous	0.0%	0.0%	27.4%	0.0%	0.0%	0.0%	0.0%	72.6%	100.0%
<b>Total Other Retail</b>	<b>47.8%</b>	<b>0.0%</b>	<b>11.0%</b>	<b>0.0%</b>	<b>11.6%</b>	<b>0.0%</b>	<b>5.7%</b>	<b>23.9%</b>	<b>100.0%</b>
Food Services & Drinking Places	42.6%	2.0%	10.9%	7.9%	9.0%	2.0%	4.8%	20.7%	100.0%
Repair and Maintenance Services	45.7%	0.0%	31.2%	17.6%	0.0%	1.2%	4.3%	0.0%	100.0%
Personal & Laundry	16.7%	5.2%	17.6%	9.0%	0.8%	0.9%	10.2%	39.6%	100.0%
Financial Services	15.5%	10.9%	11.1%	5.1%	19.7%	0.0%	9.6%	28.0%	100.0%
Medical Services	9.8%	1.3%	9.2%	10.1%	0.0%	24.1%	12.0%	33.6%	100.0%
Other Professional Services	22.8%	1.5%	19.3%	6.6%	8.1%	0.0%	1.8%	39.8%	100.0%
Other Services	9.9%	0.0%	13.0%	5.4%	3.2%	33.2%	6.3%	28.9%	100.0%
Entertainment & Fitness	24.3%	0.0%	4.0%	0.0%	36.9%	21.1%	1.4%	12.3%	100.0%
<b>Total Services</b>	<b>25.9%</b>	<b>2.4%</b>	<b>11.9%</b>	<b>6.9%</b>	<b>10.3%</b>	<b>10.8%</b>	<b>6.2%</b>	<b>25.6%</b>	<b>100.0%</b>
<b>Total Occupied Space</b>	<b>24.8%</b>	<b>10.8%</b>	<b>12.7%</b>	<b>5.8%</b>	<b>17.4%</b>	<b>4.4%</b>	<b>3.0%</b>	<b>21.1%</b>	<b>100.0%</b>
Vacant Space	37.9%	4.2%	9.0%	3.8%	2.9%	34.4%	0.7%	7.0%	100.0%
<b>Total Measured Space</b>	<b>26.3%</b>	<b>10.0%</b>	<b>12.3%</b>	<b>5.6%</b>	<b>15.7%</b>	<b>7.9%</b>	<b>2.8%</b>	<b>19.5%</b>	<b>100.0%</b>

Inventory conducted by The Dalvy Group under the direction of Ward Land Economics Inc., March 2018  
Other food store space includes convenience stores in gas stations. Vacant space includes retail and commercial services space.  
Prepared by Ward Land Economics Inc.

**Table 3: Southwest London Retail and Service Commercial Inventory - March 2018**  
**Distribution of Space by Type, Within Each Node**

Commercial Node	Node 1		Node 2		Node 3		Node 4		Node 5		Node 6		Node 7		Node 8		TOTAL	
	Wellington Rd (from just south of Dingman Dr. to Thames River)		White Oaks Mall		Wharncliffe Rd. (from just south of Southdale Rd E to Thames River)		Wonderland Rd. (from Southdale Rd E to Thames River)		Wonderland Rd. (from Southdale Rd E to Wharncliffe Rd S)		Westmount Shopping Centre		Byron Village		All Other Southwest London Area		Total Southwest London	
	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total	% of Total	% of Sub- Total
Supermarkets & Grocery	6.2%	80.7%	0.0%	0.0%	4.8%	78.8%	23.0%	95.4%	10.7%	98.3%	6.8%	82.0%	20.0%	78.8%	11.0%	71.5%	8.4%	82.4%
Other Food Stores	1.5%	19.3%	0.4%	100.0%	1.3%	21.2%	1.1%	4.6%	0.2%	1.7%	1.5%	18.0%	5.4%	21.2%	4.4%	28.5%	1.8%	17.6%
<b>Total Food Store</b>	<b>7.7%</b>	<b>100.0%</b>	<b>0.4%</b>	<b>100.0%</b>	<b>6.0%</b>	<b>100.0%</b>	<b>24.1%</b>	<b>100.0%</b>	<b>10.9%</b>	<b>100.0%</b>	<b>8.3%</b>	<b>100.0%</b>	<b>25.4%</b>	<b>100.0%</b>	<b>15.3%</b>	<b>100.0%</b>	<b>10.2%</b>	<b>100.0%</b>
Department Stores	0.0%	0.0%	42.9%	48.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.3%	8.2%
Warehouse Membership Club	6.0%	12.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%	3.0%
Home & Auto Supply, TBA	8.9%	18.4%	0.0%	0.0%	3.3%	5.5%	2.8%	7.2%	7.4%	10.6%	0.0%	0.0%	0.0%	0.0%	3.1%	6.6%	4.7%	8.9%
Other General Merchandise Stores	4.9%	10.1%	1.9%	2.2%	1.3%	2.1%	0.0%	0.0%	0.9%	1.3%	1.1%	12.1%	1.2%	7.9%	9.0%	19.0%	3.6%	6.9%
Health and Personal Care Stores	1.6%	3.4%	4.6%	5.1%	4.2%	6.9%	8.9%	22.6%	0.1%	0.2%	0.8%	8.9%	9.8%	64.4%	8.9%	18.8%	4.0%	7.5%
Clothing and Clothing Accessories	7.8%	16.0%	31.1%	34.9%	1.3%	2.1%	5.8%	14.8%	8.6%	12.3%	5.6%	65.0%	0.0%	0.0%	2.6%	5.5%	8.0%	15.1%
Furniture and Home Furnishings	7.6%	15.7%	2.1%	2.3%	43.1%	70.9%	3.6%	9.1%	14.6%	20.8%	0.8%	9.3%	0.0%	0.0%	11.4%	24.2%	12.3%	23.3%
Other Non-Food Store	10.2%	20.9%	6.6%	7.4%	4.8%	7.9%	3.8%	9.7%	13.5%	19.2%	0.4%	4.7%	4.2%	27.7%	5.8%	12.2%	7.5%	14.3%
Home Improvement related	1.5%	3.2%	0.0%	0.0%	2.8%	4.6%	14.3%	36.5%	25.0%	35.6%	0.0%	0.0%	0.0%	0.0%	6.5%	13.7%	6.7%	12.8%
<b>Total Non-Food Store</b>	<b>48.5%</b>	<b>100.0%</b>	<b>89.2%</b>	<b>100.0%</b>	<b>60.8%</b>	<b>100.0%</b>	<b>39.2%</b>	<b>100.0%</b>	<b>70.1%</b>	<b>100.0%</b>	<b>8.7%</b>	<b>100.0%</b>	<b>15.3%</b>	<b>100.0%</b>	<b>47.1%</b>	<b>100.0%</b>	<b>52.7%</b>	<b>100.0%</b>
<b>Total Retail</b>	<b>56.3%</b>		<b>89.6%</b>		<b>66.9%</b>		<b>63.4%</b>		<b>81.0%</b>		<b>17.0%</b>		<b>40.7%</b>		<b>62.5%</b>		<b>62.9%</b>	
Second Hand Merchandise	2.7%	67.8%	0.0%	0.0%	0.7%	35.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	5.7%	0.7%	24.6%	0.9%	42.5%
Liquor / Beer / Wine	1.3%	32.2%	0.0%	0.0%	0.5%	26.8%	0.0%	0.0%	1.6%	100.0%	0.0%	0.0%	4.3%	94.3%	0.8%	29.8%	0.9%	42.5%
Miscellaneous	0.0%	0.0%	0.0%	0.0%	0.7%	37.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.2%	45.6%	0.3%	15.0%
<b>Total Other Retail</b>	<b>4.1%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>2.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>1.6%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>4.6%</b>	<b>100.0%</b>	<b>2.7%</b>	<b>100.0%</b>	<b>2.2%</b>	<b>100.0%</b>
Food Services & Drinking Places	13.0%	57.0%	1.6%	28.8%	7.2%	31.7%	11.3%	39.5%	4.6%	30.4%	2.1%	6.5%	13.8%	26.7%	8.6%	28.0%	8.0%	34.6%
Repair and Maintenance Services	1.0%	4.6%	0.0%	0.0%	1.5%	6.8%	1.9%	6.6%	0.0%	0.0%	0.1%	0.3%	0.9%	1.8%	0.0%	0.0%	0.6%	2.6%
Personal & Laundry	1.4%	5.9%	1.1%	20.1%	3.1%	13.6%	3.4%	11.9%	0.1%	0.7%	0.2%	0.8%	7.9%	15.2%	4.3%	14.2%	2.1%	9.2%
Financial Services	1.2%	5.2%	2.2%	39.8%	1.8%	8.0%	1.8%	6.4%	2.5%	16.6%	0.0%	0.0%	7.0%	13.5%	2.9%	9.5%	2.0%	8.7%
Medical Services	1.1%	4.8%	0.4%	6.9%	2.2%	9.7%	5.3%	18.3%	0.0%	0.0%	8.9%	27.9%	12.6%	24.4%	5.0%	16.4%	2.9%	12.5%
Other Professional Services	1.4%	6.2%	0.2%	4.5%	2.6%	11.5%	2.0%	6.8%	0.9%	5.6%	0.0%	0.0%	1.0%	2.0%	3.4%	11.0%	1.6%	7.1%
Other Services	1.2%	5.2%	0.0%	0.0%	3.3%	14.7%	3.0%	10.5%	0.6%	4.3%	13.2%	41.4%	7.1%	13.8%	4.7%	15.2%	3.1%	13.5%
Entertainment & Fitness	2.5%	11.2%	0.0%	0.0%	0.9%	3.9%	0.0%	0.0%	6.5%	42.5%	7.4%	23.2%	1.4%	2.6%	1.7%	5.7%	2.8%	11.9%
<b>Total Services</b>	<b>22.8%</b>	<b>100.0%</b>	<b>5.5%</b>	<b>100.0%</b>	<b>22.6%</b>	<b>100.0%</b>	<b>28.7%</b>	<b>100.0%</b>	<b>15.2%</b>	<b>100.0%</b>	<b>31.9%</b>	<b>100.0%</b>	<b>51.7%</b>	<b>100.0%</b>	<b>30.6%</b>	<b>100.0%</b>	<b>23.2%</b>	<b>100.0%</b>
<b>Total Occupied Space</b>	<b>83.2%</b>		<b>95.1%</b>		<b>91.4%</b>		<b>92.1%</b>		<b>97.8%</b>		<b>49.0%</b>		<b>97.0%</b>		<b>95.8%</b>		<b>88.3%</b>	
Vacant Space	16.8%		4.9%		8.6%		7.9%		2.2%		51.0%		3.0%		4.2%		11.7%	
<b>Total Measured Space</b>	<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>		<b>100.0%</b>	

Inventory conducted by The Dalvay Group under the direction of Ward Land Economics Inc., March 2018  
Other food store space includes convenience stores in gas stations. Vacant space includes retail and commercial services space.  
Prepared by Ward Land Economics Inc.



303 Richmond St, Suite 201  
London, ON N6B 2H8

March 16, 2018

**BY E-MAIL**  
csaunder@london.ca

To: Mayor Brown and City of London Councillors

Please accept this letter in regard to the upcoming item at Planning Committee on March 19, 2018 regarding the commercial cap on the Wonderland Enterprise corridor. We have submitted a communication to Planning Committee from our counsel and experts.

I am writing to summarize the concern we have with removal of the cap. The supporting report with the staff report by Coriolis in some instances works against the recommendations by staff. And with the discussion around the corridor, the cap, the regional and local demand, capacity in general, existing vacancies, this all gets quite complex. We have spent considerable time working on this issue and feel the points below are the key issues. Please consider:

1. The Enterprise Corridor was intended to create "opportunities for a broad mix of commercial, office, residential and institutional uses" and not be a single retail strip. The City planners have fundamentally misinterpreted the Corridor policies.
2. There is currently, right now, 176,300 sq. m (1,900,000 sq.ft.) of region serving commercial supply that will provide for the next 30 years in South London with the cap in place.
3. Contrary to the Coriolis Report, mixed use development in the Enterprise Corridor is viable considering Greenhills' current plans for residential development with their commercial lands. This conforms with the intent of the SWAP as found by the OMB in its decision: "Simply put, the permitted amount of commercial space will be spread over a wider area and, consequently, there will be room for as of right development of other complementary uses, thereby resulting in a mix of uses throughout the corridor".
4. With removal of the cap, the supply of commercial space grossly exceeds demand to 2047. Since supply greatly exceeds demand, the Coriolis Report recommends redesignating five Commercial sites – Greenhills (Walmart), Aarts, and 3 others to a non-commercial use. However, no market or planning assessment, or public process has been carried out to determine if this recommendation is implementable.
5. Since the proposed OPA recommended by staff does not account for the redesignation of the five commercial sites for other uses that have capacity of approximately 600,000 sq. ft., there will be significant negative impact on existing shopping centres and areas and implies that there

would be closures of approximately 600,000 sq.ft. of existing commercial space. This is a significant amount of space, almost the size of White Oaks Mall.

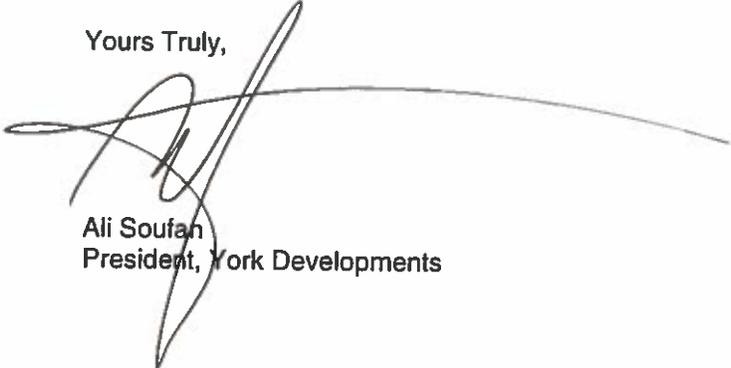
6. Removing the commercial cap causes significant negative impact and the planned function of commercial areas would be undermined. Those areas include: the Enterprise Corridor, SWAP, the downtown, Transit Villages, and other commercial areas. There is a significant amount of vacant commercial space in southwest London (over 700,000 sq.ft.).
7. Removal of the cap is not consistent with either the London Plan or the Provincial Policy Statement. Those policies were well considered in the development of the Enterprise Corridor concept including the cap.
8. If too much space is permitted too soon, then the City risks having a commercial development pattern of partly developed/partly undeveloped commercial sites and vacancies in existing shopping centres and areas. This is not conducive to properly serving residents and shopping needs nor does it provide a balanced distribution of retail commercial space.

We believe staff recommendations are not well justified and not suitable to South London. The cap should not be removed or in the alternative, this matter should be sent back to City staff requiring the planners to produce a report that addresses the following, which is missing from the current staff report:

- (a) Recommendations for new planning approvals for the five sites listed in the Coriolis Report for which Coriolis states that notwithstanding their current permissions for retail uses, these sites are recommended to be redesignated for uses other than commercial.
- (b) A full and proper analysis of whether this proposed Official Plan Amendment conforms with the London Plan. The Staff report does not address this at all.
- (c) A full and proper analysis of whether this proposed Official Plan Amendment conforms with the Provincial Policy Statement. The analysis in the Staff Report is superficial and erroneous.
- (d) Evidence that, in fact, mixed use development will not occur on the Enterprise Corridor thereby frustrating the intent of SWAP, which is to provide for a mix of uses within the corridor with not each use being based on retail permissions.
- (e) An appropriate analysis on the potential impact of lifting the cap on existing retail designations in South London, including the Pen Equity / Ikea / Costco site, Westmount Mall, Pond Mills Square, and the planned function of retail corridors, the Downtown, Transit Villages, and other commercial areas in London.

I hope this communication is of value to highlight why we have significant concerns with adjusting a commercial cap on a key corridor in South London. Please contact me directly if you have any questions.

Yours Truly,



Ali Soufan  
President, York Developments

**NAUVOO INVESTMENTS LIMITED**  
**1282 HYDE PARK ROAD**  
**LONDON, ONTARIO**  
**N6H 5K5**  
**519-472-9911      FAX 519-472-8722**

March 19, 2018

To: Cathy Saunders, City Clerk, City of London

***RE: Notice of Application – 1176, 1200 & 1230 Hyde Park Road (Ward 8) – O-8822***

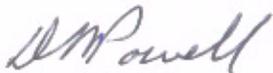
Dear Ms. Saunders,

In response to the application considering an amendment to the City's Official Plan to change the designated property type located at **1176, 1200 & 1230 Hyde Park Road in Ward 8** from Auto-Oriented Commercial Corridor and Open Space to add a special policy to allow for mixed-use and residential buildings.

Nauvoo Investments Ltd. (Nauvoo) owns the land neighbouring the subject lands to the north, at 1282 Hyde Park Road. The land is leased to Moffatt & Powell Ltd., a lumber and building supply outlet, which as has been operating for over 20 years at this location. The nature of the business at this property results in heavy traffic from both delivery and customer vehicles. Given the ongoing commercial operation on Nauvoo's property, the following considerations should be made for any future development and planning of the subject properties: i) classification of the future street must be such that it accommodates and permits the use of heavy transport traffic in commercial business operations, ii) construction of sound attenuation measures be taken to limit impact of commercial operations on future development, iii) studies/modeling exercises be completed for the impact of increased residential traffic on the future local street as well as its impact on the current commercial vehicular traffic.

Nauvoo Investments understands that the development of the subject lands will undertake rigorous review and approval processes before development gets underway. It is the position of Nauvoo Investments that the City of London ensure that the interests of the existing commercial lumber and building material supply business operating on their property, be carefully understood and considered throughout the process.

Respectfully,



David Powell

Nauvoo Investments Ltd.

cc: City Councillor Paul Hubert - Ward 8; Mellissa Campbell –Planner II, Planning Service



*The name in custom homes & condos*

March 22, 2018

Mayor and Members of Council  
London City Hall  
300 Dufferin Avenue, Suite 214  
London Ontario  
N6B 1Z2

**Reference: 499 Sophia Crescent Holding Provision removal (H-8810)**

Dear Mayor Brown and Members of Council,

I am Marco Palumbo, president of Palumbo Homes and West Coronation Developments Inc. and the owner of the lands at 499 Sophia Crescent. As you may or may not know, my family has been in the London area developing homes for over 50 years including subdivisions, custom homes and condominiums. As past president of London Home Builders Association, I am proud to say that I have always had excellent working relationships with City staff.

As I previously expressed through my presentation to the Planning and Environment Committee on March 19<sup>th</sup>, 2018, I have been working diligently with my Consultants and City staff to obtain the necessary approvals to develop a townhome condominium on these lands. This process has taken me 11 months and I have now signed the required Development Agreement and paid the necessary securities. Unfortunately I am still faced with a significant hurdle which is preventing me from beginning construction.

**The Key issue is that the last remaining holding provision on the site (h-100) requires water looping and a secondary 'PUBLIC' access to the site to permit development beyond 80 units.**

The site is planned for 43 townhomes. However; as a result of the h-100, when added to the adjacent 59 lot subdivision also under the same holding provision, I am only able to construct 21 units now. The **remaining 22** units must wait until Coronation Drive is extended to Gainsborough Road.

The adjacent land to the west at 954 Gainsborough Road is not for sale but it is the land required for the completion of the Coronation Drive loop. I have contacted Roy Phillips, the owner at 954 Gainsborough Road numerous times in the past 3 years attempting to purchase his property (as other developers have tried before me) and his answer has always been 'Not for Sale'.

To address the provisions of the holding zone, we have worked with staff to provide for a secondary temporary "Emergency" access to the site which will access directly to Gainsborough Road. Water

*Continued...*

looping is also a matter to be addressed through the h-100 zone, but it has been successfully accomplished, leaving secondary “public” access the only obstacle to development.

This last remaining obstacle effectively serves to stifle my ability to develop this block. To complete only a portion of the units and leave the remainder of the site unconstructed for an unknown duration would not create a saleable product, it would result in the completion of units in a block where the existing units could be 30 or more years old, represent different building materials, standards, architectural styles and create significant issues for the Condominium Corporation operationally. Further, it will mean that the block will remain undeveloped along the Gainsborough Streetscape for an undetermined period of time in a housing market that is falling significantly short on providing sufficient units within the City.

As the City is well aware, there is a shortage of available lands for affordable housing in the Hyde Park Community. This development conforms to the City’s Official Plan, the London Plan as well as the City’s infill policies regarding residential intensification.

In my opinion, this development is All or Nothing!

A few years ago, I purchased a partially built bankrupt one floor condominium site at 1571 Coronation Drive, directly east of this development. At the public participation meeting, residents were ecstatic that finally this site would be developed by a reputable local builder. They were sick and tired of looking at piles of dirt and overgrown weeds in the untidy site with kids and teens causing trouble and its use as a dumping ground for pet waste.

There is an incredible amount of demand for this type of product at this location as the average price for a single detached dwelling in the area is \$600,000 and the average sale price for this two storey townhouse product would be in the range of \$380,000 to \$420,000 making this development an affordable option for new families coming to the area. Needless to say this \$20million development will also bring a lot of construction jobs to the City.

At the Planning and Environment Committee meeting held March 19, 2018, staff from the Transportation Department indicated that the additional 22 units would NOT represent an impact to the community. As a result, I am asking for Council to approve this development and remove the h-100 holding provision on the medium density block and single detached subdivision so that I can move forward to finishing this development and positively contribute to the Hyde Park Community.

Sincerely,



Marco Palumbo

**From:** Scott MacDonald

**Sent:** Monday, March 19, 2018 10:20 PM

**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>; Helmer, Jesse <[jhelmer@london.ca](mailto:jhelmer@london.ca)>

**Subject:** Old East Demolition and rebuild of 504 English st

Committee Secretary, and Councillor Helmer,

My name is Scott MacDonald, and I am the owner of 506 English st in Old East Village. I have recently received the letter for request of demolition for 504 English st. While I do agree this house is in disrepair, I have also had a chance to look at the proposed plan on what could be built on this site. A large fourplex in this neighbourhood and community would not be a fit with the single family homes surrounding it. As the house directly to the north of it, this proposed building would dwarf my home, and cut out any natural sunlight my house would receive. Having up to four families in a single dwelling, regardless of being zoned for it, would almost double our small street. Finding parking as well as outdoor space for everyone to use would be nearly impossible. With the ongoing demolition of Lorne Ave public school, and possible multi-family housing being put in place, our quiet neighbourhood could be turned into a housing complex. This decision has the ability to lower my homes value, as well as those around it. I am asking you to find another solution to this problem. I don't want to see Old East Village become anything other than the beautiful, family friendly place it is. Thank you for your time. Please feel free to contact me on this matter.

Scott MacDonald

### **Safety Concerns Regarding Devonshire Ave Parking Bylaw**

Could the council please take the time to read our concerns regarding the parking bylaw on Devonshire Ave.

#### **Safety**

Our primary concern is safety of the residents on Devonshire Ave. Devonshire has two retail businesses – The Beer Store (Drive through) and Source for Sports – at the end of the street. These businesses create significantly larger amount of traffic travelling through Devonshire Ave. With parking allowed on both sides of the street, it creates a traffic calming effect and cars are forced to slow down, thus making this busy street safer for pedestrians.

Devonshire Ave was widened in 2008, and since then the speed of traffic has increased, implementing a no parking bylaw to one side of the street provides drivers the ability to more easily speed down Devonshire Ave. The population of Old South is gradually becoming a younger demographic, which means more children in the area. With the high traffic on this street the children are at risk - creating a safety issue that this bylaw is not taking into consideration.

We have witnessed multiple drivers drinking alcohol (from The Beer Store) while driving down Devonshire Ave. We are mentioning this because the drivers that are willing to drink alcohol while driving are less likely to obey the law – including the speed limit.

#### **Survey**

We also have some concerns about the original survey. It was handed out to us in the beginning of December and was due the first week in January. This is a very busy time for people and likely accounts for the low response rate (54%).

The original survey was given to us without stating the reason for the proposed change. As residents, in order to make an informed decision/vote, we should be presented with all the necessary information.

Only 54% of the residents of this street returned their vote. Of the 21 residents who responded back to the survey, only 12 residents voted in favour of the proposed change (9 voted against it). A bylaw should not be passed because 12/39 people have voted a particular way. This is in no way a majority. If council decides we would be candidates for a re-vote, we would be willing to go door to door to ensure all of the residents on the street vote, to get a true idea of what the residents want.

#### **Traffic Calming Measures**

If the parking bylaw is implemented, we would like to apply to the City of London to have traffic calming measures implemented. If studies show that Devonshire Ave is a candidate for traffic calming measures post bylaw implementation – this will be a costly expense for tax payers. Meanwhile keeping parking on both sides of road organically calms traffic at no cost.

# Community and Protective Services Committee

## Report

5th Meeting of the Community and Protective Services Committee  
March 20, 2018

PRESENT: Councillors M. Cassidy, V. Ridley, B. Armstrong, M. Salih, P. Squire, Mayor M. Brown  
ALSO PRESENT: Councillors J. Helmer, T. Park, H. Usher and M. van Holst; S. Datars Bere, O. Katolyk, K. Koltun, L. Livingstone, M. Marcellin, J.P. McGonigle, K. Murray, D. Purdy, J. Richardson, C. Smith, S. Spring, S. Stafford, B. Westlake-Power

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: B. Armstrong  
Seconded by: P. Squire

That Items 2.1 to 2.9 BE APPROVED.

Yeas: (6): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, P. Squire, and Mayor M. Brown

### Motion Passed (6 to 0)

#### 2.1 2018-2019 Service Accountability Agreement Between The Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN)

Moved by: B. Armstrong  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated March 19, 2018, BE INTRODUCED at the Municipal Council meeting on March 27, 2018 to:

- a) approve the Long Term Care Home Service Accountability Agreement for the period April 1, 2018 to March 31, 2019, as appended to the above-noted by-law, to be entered into with the South West Local Health Integration Network (LHIN) with respect to the Dearness Home; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2018-S02)

### Motion Passed

#### 2.2 2018-2019 Multi-Sector Service Accountability Agreement Between The Corporation of the City of London(Dearness Home) and the South West Local Health Integration Network (LHIN)

Moved by: B. Armstrong  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the

staff report dated March 20, 2018, BE INTRODUCED at the Municipal Council meeting on March 27, 2018 to:

- a) approve the 2018-2019 Multi-Sector Accountability Agreement (M-SAA) for the period April 1, 2018 to March 31, 2019, as appended to the above-noted by-law, to be entered into with the South West Local Health Integration Network (LHIN) for the provision of funding with respect to the Adult Day Program; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2018-S02)

**Motion Passed**

### 2.3 Provincial Development Charges Rebate Program

Moved by: B. Armstrong  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated March 20, 2018, related to participation in the Province of Ontario's Development Charges (DC) Rebate Program:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to:
  - i) authorize and approve a Transfer Payment Agreement between The Corporation of the City of London (the "City) and the Minister of Housing substantially in the form satisfactory to the City Solicitor;
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
  - iii) delegate the City's duties as Service Manager for the administration of the DC Rebate Program to Housing Development Corporation, London, subject to certain powers and conditions;
- b) the Development Charges Rebate Program Guidelines and Development Charges Rebate Program Expression of Interest document, as appended to the above-noted staff report, BE RECEIVED;
- c) the Managing Director, Housing, Social Services and Dearness Home BE DIRECTED to submit an Expression of Interest for the Province's DC Rebate Program;
- d) the Service Manager BE DESIGNATED as the DC Rebate Program Administrator; and,
- e) the Managing Director, Housing, Social Services and Dearness Home BE DIRECTED to work with other City service areas to design local program parameters. (2018-F22A)

**Motion Passed**

### 2.4 Anti-Human Trafficking Community Supports Fund

Moved by: B. Armstrong  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated March 20, 2018, related to the Anti-Human Trafficking

Community Supports Fund, BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to:

- a) approve the Transfer Payment Agreement for the Anti-Human Trafficking Community Supports Fund, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Housing and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) authorize and approve a Contribution Agreement, in a form satisfactory to the City Solicitor, between The Corporation of the City of London and Ministry of Housing approved proponents; and,
- d) authorize the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute the above-noted Contribution Agreement. (2018-FIIA)

**Motion Passed**

2.5 Municipal Golf – Agreement with Ultimate Golf Club Inc. (formerly London Golf Club)

Moved by: B. Armstrong

Seconded by: P. Squire

That, on the recommendation of the Managing Director of Parks and Recreation, the following actions be taken with respect to the staff report dated March 20, 2018, related to the use of third party re-sellers to assist with revenue generation for the London Municipal Golf System:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council Meeting on March 27, 2018 to:
  - i) approve the Agreement, appended to the above-noted by-law, between The Corporation of the City of London and Ultimate Golf Club Inc. (formerly London Golf Club Inc.) for the purchase of blocks of 1850 transferable daily golf spots for use by members of the Ultimate Golf Club Inc. at the Municipal Golf Courses during restricted days and times during the 2018 playing season at a price of \$50,000 plus applicable tax per 1850 daily golf spots; and,
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- b) the City Manager and the Managing Director, Parks and Recreation, or their written designates, BE AUTHORIZED to approve such further other documents, including further agreements with 3rd party golf re-sellers, that:
  - i) are consistent with the requirements contained in the above-noted Agreement;
  - ii) do not require additional funding or are provided for in the City's current budget; and,
  - iii) do not increase the indebtedness or liabilities of The Corporation of the City of London. (2018-R05D)

**Motion Passed**

2.6 London's Homeless Prevention System - Homeless Management Information System – Hosting Agreement

Moved by: B. Armstrong  
Seconded by: P. Squire

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, with concurrence of the Director of Information Technology Services, the following actions be taken with respect to the staff report dated March 20, 2018, related to London's Homeless Management Information System Hosting Agreement and the London Homeless Prevention Inter-Organization Information Sharing Agreement:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018, to:
  - i) approve the London's Homeless Management Information System Hosting Agreement, as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and London Cares Homeless Response Services, Addiction Services of Thames Valley, Youth Opportunities Unlimited, Mission Services of London, Canadian Mental Health Association of Middlesex, St. Leonard's Society of London, Unity Project for Relief of Homelessness in London, The Governing Council of the Salvation Army and such other parties as may, from time to time, become parties by entering into an Additional Party Agreement;
  - ii) delegate authority to the Managing Director, Neighbourhood, Children and Fire Services to execute the above-noted agreement; and,
  - iii) delegate authority to the Managing Director, Neighbourhood, Children and Fire Services to authorize and approve Additional Parties to enter into the Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Agreement; and,
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018, to:
  - i) approve the London's Homeless Prevention Network Inter-Organization Information Sharing Agreement, as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and London Cares Homeless Response Services, Addiction Services of Thames Valley, Youth Opportunities Unlimited, Mission Services of London, Canadian Mental Health Association of Middlesex, St. Leonard's Society of London, Unity Project for Relief of Homelessness in London, The Governing Council of the Salvation Army; and,
  - ii) delegate authority to the Managing Director, Neighbourhood, Children and Fire Services to execute the London Homeless Prevention Network Inter-Organization Information Sharing Agreement. (2018-S14)

**Motion Passed**

2.7 3rd Report of the London Housing Advisory Committee

Moved by: B. Armstrong  
Seconded by: P. Squire

That the following actions be taken with respect to the 3rd Report of the London Housing Advisory Committee, from its meeting held on February 14, 2018:

- a) the attendance record in the 2nd Report of the London Housing Advisory Committee, from its meeting held on January 10, 2018, BE AMENDED to reflect K. Kaill as Absent;
- b) NO ACTION BE TAKEN with respect to clause 7, which reads as follows:  
 “the following actions be taken with respect to the London Housing Advisory Committee (LHAC) meeting date:
  - i) Thursday BE APPROVED as the regular LHAC meeting day; and,
  - ii) the Acting Committee Secretary BE REQUESTED to determine which Thursday of March, 2018, best accommodates the majority of members schedules for the next meeting;”
- c) clauses 1 to 3, 5, 6 and 8 BE RECEIVED.

**Motion Passed**

2.8 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: B. Armstrong  
 Seconded by: P. Squire

That the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on February 15, 2018, BE RECEIVED.

**Motion Passed**

2.9 2nd Report of the Accessibility Advisory Committee

Moved by: B. Armstrong  
 Seconded by: P. Squire

That the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 22, 2018, BE RECEIVED.

**Motion Passed**

**3. Scheduled Items**

3.1 Request for Support for UN Safe Cities Initiative - ANOVA

Moved by: M. Salih  
 Seconded by: Mayor M. Brown

That the following actions be taken with respect to a request for support from ANOVA related to the UN Safe Cities Initiative:

- a) one time funding of \$15,700 to ANOVA BE APPROVED for the undertaking of the mapping tool described in ANOVA's communication dated March 20, 2018; and,
- b) the City Manager BE DIRECTED to identify a lead person within The Corporation of the City of London who will be tasked with co-ordinating the London Safe City Initiative alongside ANOVA; it being noted that this person will help coordinate focus groups and regular Steering Committee meetings and manage the launch and dissemination of the mapping tool, with the work totalling approximately 20 hours per week;

it being noted that the attached presentation from A. Trudell, ANOVA, was received with respect to this matter.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and Mayor M. Brown

Nays: (1): P. Squire

**Motion Passed (5 to 1)**

Voting Record:

Moved by: V. Ridley

Seconded by: B. Armstrong

That the communication dated March 20, 2018, from ANOVA, with respect to a request for support related to the UN Safe Cities Initiative BE REFERRED to the City Manager for further refinement regarding the proposal , including resource sourcing.

Yeas: (3): V. Ridley, B. Armstrong, and P. Squire

Nays: (3): M. Cassidy, M. Salih, and Mayor M. Brown

**Motion Failed (3 to 3)**

#### **4. Items for Direction**

##### **4.1 Special Events Fee - Indigenous Bands and Indigenous Organizations**

Moved by: M. Cassidy

Seconded by: B. Armstrong

That the Civic Administration BE DIRECTED to make the necessary changes to the City of London's Fees and Charges By-law and other relevant by-laws to provide Indigenous Bands and Indigenous Organizations with the use of the City of London's outdoor civic spaces at no charge, for cultural celebrations.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

##### **4.2 Salvation Army Commissioning**

Moved by: V. Ridley

Seconded by: B. Armstrong

That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

4.3 Taxi Plate Issuing

Moved by: V. Ridley  
Seconded by: M. Salih

That the delegation request from Y. Barbin, with respect to the issuing of taxi plates, BE APPROVED for a future meeting of the Community and Protective Services Committee. (2018-P09A)

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

4.4 United Way Elgin Middlesex - One Year Update - London for All

Moved by: V. Ridley  
Seconded by: M. Cassidy

That the delegation request from R. Riddell, United Way Elgin-Middlesex, with respect to a presentation related to the year one accomplishments of London For All, BE APPROVED for the May 29, 2018 meeting of the Community and Protective Services Committee.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

4.5 2nd Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: V. Ridley  
Seconded by: B. Armstrong

That the following actions be taken with respect to the 2nd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on February 22, 2018:

a) that the following actions be taken with respect to Community Safety Week:

i) Councillor M. Cassidy, Chair, Community and Protective Services Committee BE REQUESTED to meet with L. Steel (Chair) and J. Bennett (Co-Chair) and L. Norman (Co-Chair) to discuss the 2017 Community Safety Week; and,

ii) it BE NOTED that the Community Safety and Crime Prevention Advisory Committee decided to hold its 2019 Community Safety Week events during Emergency Preparedness Week;

b) that the following actions be taken with respect to the Community Safety and Crime Prevention Advisory Committee Work Plan:

i) the attached 2018 Work Plan for the Community Safety and Crime Prevention Advisory Committee BE APPROVED; and,

ii) the attached 2017 Community Safety and Crime Prevention Advisory Committee Work Plan Summary BE RECEIVED;

c) that an expenditure of up to \$1,500, including applicable taxes and shipping, BE APPROVED for the purchase of arm bands and reflectors for the Community Safety and Crime Prevention Advisory Committee to be able to distribute at events, including the Children's

Safety Village birthday party and the Age Friendly London Conference; it being noted that the CSCP has sufficient funds in its 2017 Budget to accommodate this request; it being further noted that both the Children's Safety Village event and the Age Friendly London Conference will be held in June, 2018;

d) that the City Clerk BE REQUESTED to consider an amendment to the Community Safety and Crime Prevention Advisory Committee (CSCP) Terms of Reference to provide for a voting member of the CSCP, from the London Youth Advisory Council;

e) that the Division Manager, Roadway Lighting and Traffic Control BE REQUESTED to provide an update on the Traffic Calming Point Assessment at a future meeting of the Community Safety and Crime Prevention Advisory Committee (CSCP); it being noted that the CSCP received the attached Traffic Calming Point Assessment from L. Steel; and,

f) clauses 1, 2, 5 to 8 and 12, BE RECEIVED.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

## **5. Deferred Matters/Additional Business**

### **5.1 Deferred Matters List**

Moved by: M. Salih

Seconded by: B. Armstrong

That the March 2018 Deferred Matters List for the Community and Protective Services Committee BE RECEIVED.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

### **5.2 (ADDED) 4th Report of the London Housing Advisory Committee**

Moved by: V. Ridley

Seconded by: B. Armstrong

That the following actions be taken with respect to the 4th Report of the London Housing Advisory Committee, from its meeting held on March 14, 2018:

a) it BE NOTED that the London Housing Advisory Committee determined that it will return to its regular meeting time of the 2nd Wednesday of the month; and,

b) clauses 1.1 to 5.3 BE RECEIVED.

Yeas: (5): M. Cassidy, V. Ridley, B. Armstrong, M. Salih, and P. Squire

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

**6. Adjournment**

The meeting adjourned at 5:51 PM.



CREATING SAFE & EMPOWERING SPACES

#SafeCityLDN Initiative

Dr. AnnaLise Trudell, Anova  
Dr. Samantha Wells, Centre for Addiction & Mental Health

### A reminder -what is it?



- 5 year initiative, Council unanimously passed
- Letter signed between Mayor's Office & UN Women- government body is responsible to the UN
- Steering Committee: Western University, Fanshawe College, Women & Politics, London Police Services, Business & Professional Women London



Actions to focus on:

1. **Step 1:** Establish Steering Committee and develop a scoping study- incidence/prevalence of sexual violence in public spaces
2. **Step 2:** Undertake the scoping study
3. **Step 3:** Use this data to identify gender-responsive locally relevant and owned interventions
  - Develop and effectively implement comprehensive policies to prevent and respond to sexual violence in public spaces
  - Investments in the safety and economic viability of public spaces
  - Change attitudes and behaviors to promote women's and girls' rights to enjoy public spaces free from violence



### A reminder- why?




- 1/3 London women will experience sexual assault
  - 1/3 LGBTQ+, 82% of women with disabilities
- 4/10 Ontario girls are target for unwanted sexual comments/gestures
- When women experience sexual objectification, they feel uncomfortable/less safe and in the long term these experiences impact their mental health
- Since 2004, the incidence rate has not changed
- Community Diversity & Inclusion Strategy: London is a diverse and inclusive community that honours, welcomes, and accepts all people; where people have the power to eliminate systemic oppressions.
  - Have zero tolerance for oppression, discrimination and ignorance
  - Connect and engage Londoners

Public Spaces = workplaces, parks, schools, transit etc  
Some flashpoints locally in the last 6 months

### What we've done



- ✓ met with the initiative lead within United Nations Women
- ✓ had conversations with representatives from the Winnipeg Safe Cities Initiative
- ✓ launched social media presence and have started speaking about the initiative to the public during workshops/events
- ✓ consulted with city staff around how City Hall can take this work on and support the initiative
- ✓ have had multiple emails/calls from Londoners disclosing particular experiences and action areas they want to see
- ✓ compiled existing data on the incidence of sexual violence- four student interns from Western University

The vast majority of the research and quantitative data we have is on a national level and pertains to sexual violence occurring in private spaces.

But we know that London women are experiencing sexual violence in public spaces.

### #MeToo

“People who identify as women with disabilities are experiencing violence, sexual assault and harassment on LTC conventional buses and specialized transit buses. There’s a call to implement safety measures like diversity training and putting security cameras on specialized transit buses.”

“We have also received disclosures about living in LMHC buildings and how LMHC reacts to and supports instances of sexual violence- this is especially a reality for women who have disabilities or health issues, combined with low income.”

### What we need- understand girls’ and women’s experiences

Creating safe & empowering spaces

- Where do girls/women feel safe & unsafe?
- Mapping technology: **CrowdSpot**
- Used by over 40 different organizations in Australia & the US including Melbourne’s SafeCity Initiative
  - <http://demo.crowdspot.com.au/place/60040>
  - <https://walkandwheel.crowdspot.com.au/page/welcome>
  - <https://morelandits.crowdspot.com.au/page/welcome>
- Focus groups with subpopulations of women and girls to understand their unique experiences

Findings used to steer development of policies, programming and city planning to make public spaces safer for girls and women

### Project requirements/costs-

Staff support	Details	Staff time
Project coordination	Coordinate mapping project and focus groups, ensure optimal community engagement	20%
Mapping project	Details	Cost
Design and build	Build mapping/survey configuration and branding	\$6,500-\$8,500
Community engagement	Promote mapping tool to enhance community participation	\$400/month for three months
Data insights	Develop spatial maps and reports	\$3,000-\$6,000
<b>Total</b>		<b>\$10,700-\$15,700</b>

### Questions?

**future without violence.**

24/7 Helpline:  
519.428.2272

# Corporate Services Committee

## Report

7th Meeting of the Corporate Services Committee  
March 20, 2018

PRESENT: Councillors J. Helmer (Chair), J. Morgan, P. Hubert, M. van Holst, J. Zaifman, Mayor M. Brown  
ALSO PRESENT: Councillors T. Park, V. Ridley, M. Salih and H. Usher; M. Hayward, B. Baar, A.L. Barbon, B. Card, I. Collins, B. Coxhead, A. Dunbar, J. Kovacs, L. Livingstone, P. McKague, A. Patis, S. Spring, S. Swance, K. van Lammeren, C. Williamson

The meeting was called to order at 12:30 PM.

### 1. Disclosures of Pecuniary Interest

Councillor P. Hubert discloses a pecuniary interest in Item 2.8 as it relates to the London Community Woodshop by indicating that he is the Executive Director of a social services agency affiliated with the London Community Woodshop.

### 2. Consent

Moved by: P. Hubert  
Seconded by: J. Morgan

That Items 2.4, 2.6 and 2.7 BE APPROVED.

Yeas: (5): J. Helmer, J. Morgan, P. Hubert, M. van Holst, and J. Zaifman

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

#### 2.4 Hyde Park Business Association 2018 Proposed Budget - Municipal Special Levy

Moved by: P. Hubert  
Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Hyde Park Business Improvement Area:

- a) the Hyde Park Business Improvement Area proposed 2018 budget submission in the amount of \$306,754 BE APPROVED as outlined in Schedule "A" as appended to the staff report dated March 20, 2018;
- b) the amount to be raised by The Corporation of the City of London for the 2018 fiscal year for the purposes of the Hyde Park Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$306,754;
- c) a special charge BE ESTABLISHED for the amount referred to in part b, above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the by-law appended to the staff report dated March 20, 2018 as Schedule "B", with respect to municipal special levy for the Hyde Park

Business Improvement Area, BE INTRODUCED at the Municipal Council meeting on March 27, 2018 for three readings.

**Motion Passed**

2.6 2017 Statement of Remuneration and Expenses - Elected and Appointed Officials

Moved by: P. Hubert

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the reporting of the remuneration and expenses of elected and appointed officials:

- a) in accordance with section 284 of the Municipal Act, 2001, the Statements of Remuneration and Expenses for Elected and Appointed Officials BE RECEIVED for information;
- b) in accordance with the City Council resolution of October 2015, the Council compensation and estimated taxable equivalent be included in future reports and as such BE RECEIVED for information;
- c) in accordance with the City Council resolution of March 2012, the annual report on the Mayor's Office's expenditures BE RECEIVED for information; and
- d) in accordance with City Council's Travel and Business Expenses Policy, the Statement of Travel Expenses for Senior Administration Staff BE RECEIVED for information.

**Motion Passed**

2.7 Public Sector Salary Disclosure Act Report for Calendar Year 2017

Moved by: P. Hubert

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the staff report dated March 20, 2018 regarding the Public Sector Salary Disclosure Act report for the calendar year 2017, BE RECEIVED for information.

**Motion Passed**

2.1 London Downtown Business Association 2018 Proposed Budget - Municipal Special Levy

Moved by: J. Zaifman

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the London Downtown Business Association:

- a) the London Downtown Business Association proposed 2018 budget submission in the amount of \$1,806,490 BE APPROVED as outlined in Schedule "A" as appended to the staff report dated March 20,

2018;

b) the amount to be raised by The Corporation of the City of London for the 2018 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$1,915,390;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and

d) the by-law appended to the staff report dated March 20, 2018 as Schedule "C", with respect to municipal special levy for the London Downtown Business Improvement Area, BE INTRODUCED at the Municipal Council meeting on March 27, 2018 for three readings.

Yeas: (5): J. Helmer, J. Morgan, P. Hubert, M. van Holst, and J. Zaifman

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

2.2 Old East Village Business Association 2018 Proposed Budget - Municipal Special Levy

Moved by: J. Zaifman

Seconded by: P. Hubert

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Old East Village Business Improvement Area:

a) the Old East Village Business Improvement Area proposed 2018 budget submission in the amount of \$200,462 BE APPROVED as outlined in Schedule "A" as appended to the staff report dated March 20, 2018;

b) the amount to be raised by The Corporation of the City of London for the 2018 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$15,781 (which includes \$14,781 for the City of London levy and an estimated \$1,000 for an allowance for vacancy rebates administered by the City of London on behalf of the Old East Village Business Improvement Area);

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and

d) the by-law appended to the staff report dated March 20, 2018 as Schedule "B", with respect to municipal special levy for the Old East Village Business Improvement Area, BE INTRODUCED at the Municipal Council meeting on March 27, 2018 for three readings.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

2.3 Argyle Business Improvement Area 2018 Proposed Budget - Municipal Special Levy

Moved by: M. van Holst  
Seconded by: J. Zaifman

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Argyle Business Improvement Area:

- a) the Argyle Business Improvement Area proposed 2018 budget submission in the amount of \$209,920 BE APPROVED as outlined in Schedule "A" as appended to the staff report dated March 20, 2018;
- b) the amount to be raised by The Corporation of the City of London for the 2018 fiscal year for the purposes of the Argyle Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$186,720;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law A.-6873-292 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the by-law appended to the staff report dated March 20, 2018 as Schedule "B", with respect to municipal special levy for the Argyle Business Improvement Area, BE INTRODUCED at the Municipal Council meeting on March 27, 2018 for three readings.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

2.5 2017 Annual Update on Budweiser Gardens

Moved by: J. Zaifman  
Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2017 Annual Report on Budweiser Gardens, appended to the staff report dated March 20, 2018 as Appendix "B", BE RECEIVED for information.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

2.8 Declare Surplus and Sale - 1694 Evangeline Street and 126 Hamilton Road

Moved by: M. van Holst  
Seconded by: J. Zaifman

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

the City-owned properties located at 1694 Evangeline Street, described as Part Lot 17, Registered Plan 19 and Lots 110 and 111, Registered Plan 483, containing an area of approximately 0.871 acres and 126 Hamilton Road, described as Part of Lot 24, west side William Street and south side Horton Street, Registered Plan 178, containing an area of approximately 0.059 acres:

- a) the subject properties BE DECLARED surplus; and
- b) the subject properties (“Surplus Lands”) BE DISPOSED of to fulfil a Council Resolution, from its meeting held on November 14, 2017, directing that these properties be vested and sold after entering into agreements with creditors having liens on the properties; it being noted that these properties failed to sell at a municipal tax sale and were vested in the name of the City with the intention they be sold in accordance with the City’s Sale and Other Disposition of Land Policy.

Yeas: (5): J. Helmer, J. Morgan, M. van Holst, J. Zaifman, and Mayor M. Brown

Recuse: (1): P. Hubert

**Motion Passed (5 to 0)**

**3. Scheduled Items**

**4. Items for Direction**

- 4.1 Consideration of Appointment to the Transportation Advisory Committee (Requires 1 Voting Member at Large)

Moved by: J. Morgan  
Seconded by: M. van Holst

That Dan Foster BE APPOINTED to the Transportation Advisory Committee as a Voting Member at Large for the term ending February 28, 2019; it being noted that the appointment was made in accordance with the attached ranked ballot comprised of the nominees of the Corporate Services Committee.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

- 4.2 Consideration of Appointment to the Town and Gown Committee (Requires 1 Voting Member from Ward 13)

Moved by: Mayor M. Brown  
Seconded by: P. Hubert

That Zachery Engel BE APPOINTED to the Town and Gown Committee as a Voting Representative of Ward 13 for the term ending February 28, 2019.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

- 4.3 Request for Designation of the Forked Fest as a Municipally Significant Event

Moved by: J. Zaifman  
Seconded by: J. Morgan

That the Forked River Fest, to be held on June 9, 2018, at 4-45 Pacific Court, from 11:00 AM to 9:00 PM, BE DESIGNATED as an event of municipal significance in the City of London.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

## **5. Deferred Matters/Additional Business**

### **5.1 ADDED - Workplace Harassment and Discrimination Prevention Policy**

Note: Item 5.1 was dealt with concurrently with Item 5.2 and the associated recommendation is reflected in the motion attached to Item 5.2.

### **5.2 ADDED - Recent Allegations of Harassment**

Moved by: Mayor M. Brown  
Seconded by: J. Morgan

That the following actions be taken with respect to the Workplace Harassment and Discrimination Prevention Policy and recent allegations of harassment:

- a) the Civic Administration BE DIRECTED to undertake a review, with the assistance of a third party, of the Workplace Harassment and Discrimination Prevention Policy and report back to the appropriate standing committee with suggested amendments to enhance the Policy;
- b) the Civic Administration BE REQUESTED to invite all collective bargaining units to participate in this review, along with external stakeholders with experience working with women who have experienced harassment, abuse and gender-based violence;
- c) the Civic Administration BE REQUESTED to bring forward an alternate process for individuals to submit a complaint under the Policy in circumstances where the individual is uncomfortable with bringing the matter forward through the established intake process;
- d) the Civic Administration BE DIRECTED to undertake a review of the Policy at least once per Council term;
- e) the City Manager BE DIRECTED to immediately carry out a third party investigation in the service areas specifically identified by the Executive Director of the London Abused Women's Centre as having an ongoing culture of harassment and abuse, as well as all other areas throughout the Corporation;
- f) the City Manager BE REQUESTED to provide updates to the Corporate Services Committee regarding the above, at the appropriate points in time, with the first update to be received by June 2018;
- g) the Mayor BE REQUESTED to seek the consent of the individuals whose personal letters were provided to him by the Executive Director of London Abused Women's Centre, to share those letters with the Members of Council and the City Manager so that they may have a better understanding and first-hand account of the concerns being raised by those individuals in order to take appropriate remedial measures in a timely manner;
- h) the Civic Administration BE INSTRUCTED to share the process improvements that arise from the review of the above-noted matters with

the City's local boards and commissions, and to encourage them to consider making similar adjustments to their own processes, as required; and

i) the Civic Administration BE AUTHORIZED to undertake all necessary actions to complete the above-noted review and process improvements.

Yeas: (6): J. Helmer, J. Morgan, P. Hubert, M. van Holst, J. Zaifman, and Mayor M. Brown

**Motion Passed (6 to 0)**

**6. Adjournment**

The Meeting adjourned at 1:53 PM.

Original Ranked Ballot											
Councillors:	VANHOLST	HELMER	MORGAN	HUBERT	ZAIFMAN	BROWN	SUM		"1" Votes	"2" Votes	"3" Votes
Nominated Slate:											
FOSTER, DAN	1	3	1	1	2	1	9		4	1	1
O'CONNELL, SEAN M.	3	2	2	2	1	2	12		1	4	1
WORSFOLD, ELLIOT	2	1	3	3	3	3	15		1	1	4

Adjusted Rankings Ballot											
Councillors:	VANHOLST	HELMER	MORGAN	HUBERT	ZAIFMAN	BROWN	SUM		"1" Votes	"2" Votes	"3" Votes
Nominated Slate:											
FOSTER, DAN	1	3	1	1	2	1	9		4	1	1
O'CONNELL, SEAN M.	3	2	2	2	1	2	12		1	4	1
WORSFOLD, ELLIOT	2	1	3	3	3	3	15		1	1	4

# Civic Works Committee

## Report

5th Meeting of the Civic Works Committee  
March 19, 2018

PRESENT: Councillors V. Ridley, T. Park, P. Hubert, P. Squire, H. Usher, Mayor M. Brown  
ALSO PRESENT: Councillors J. Helmer, J. Morgan and M. van Holst; T. Copeland, J. Davies, A. Dunbar, J.M. Fleming, K. Grabowski, M. Hutchison, G. Kotsifas, A. Macpherson, S. Maguire, S. Mathers, P. McKague, A. Rammeloo, L. Rowe, K. Scherr, E. Soldo, S. Spring, J. Stanford, B. Westlake-Power and J. Yanchula

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor V. Ridley disclosed a pecuniary interest in clause 5.2 of this Report, having to do with the Ontario Municipal Greenhouse Gas (GNG) Challenge Fund Transfer Payment Agreement for Phase 1 of the Fuel Switching Project - Diesel to Compressed Natural Gas (CNG) Transition, by indicating that her husband works for Union Gas.

### 2. Consent

Moved by: H. Usher  
Seconded by: T. Park

That Items 2.2 to 2.8 BE APPROVED.

Yeas: (6): V. Ridley, T. Park, P. Hubert, P. Squire, H. Usher, and Mayor M. Brown

**Motion Passed (6 to 0)**

### 2.2 Private and Public Works Impacting the Transportation Network

Moved by: H. Usher  
Seconded by: T. Park

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated March 19, 2018 with respect to private and public works impacting the transportation network:

a) the Civic Administration BE DIRECTED to develop options based on industry best practices for a revised Works Approval Permit process, including consideration related to a new fee model, enhanced monitoring/reporting, roadway inspection requirements and roadway occupancy restrictions; and,

b) the utility companies, construction service providers and development industry BE ENGAGED to provide feedback on the potential changes to the Works Approval Permit process. (2018-T08)

**Motion Passed**

## 2.3 New Public Electric Vehicle (EV) Charging Stations

Moved by: H. Usher

Seconded by: T. Park

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018 with respect to new public electric vehicle (EV) charging stations:

- a) the information on Natural Resources Canada's Curbside Electric Vehicle Charging Pilot Program and the support being provided by London Hydro and the City of London BE RECEIVED for information; and,
- b) the proposed revisions to the Traffic & Parking By-law (PS-113), as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council Meeting on March 27, 2018, to permit the issuance of parking tickets to a parked vehicle that blocks access to a municipally-controlled electric vehicle parking space, unless that vehicle is an electric vehicle plugged into an electric vehicle charging station. (2018-T03)

**Motion Passed**

## 2.4 Contract Award: Tender No. 18-03 - 2018 Infrastructure Renewal Program - Egerton Street and King Street Phase 1 Reconstruction Project

Moved by: H. Usher

Seconded by: T. Park

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018, related to the award of contracts for the 2018 Infrastructure Renewal Program - Egerton Street and King Street Phase 1 Reconstruction Project:

- a) the bid submitted by Blue-Con Construction at its tendered price of \$5,799,999.00, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Blue-Con Construction was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- b) Archibald, Gray and McKay Engineering Ltd. (AGM), BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$480,656.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy; it being noted that this firm completed the engineering design for this project;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 18-03); and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-T04)

**Motion Passed**

2.5 Contract Award: Tender No. 18-04 - 2018 Infrastructure Renewal Program - York Street Sewer Separation Phase 1 Project

Moved by: H. Usher

Seconded by: T. Park

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018, related to the award of contracts for the 2018 Infrastructure Renewal Program York Street Sewer Separation Phase 1 Project:

- a) the bid submitted by Bre-Ex Construction Incorporated (Bre-Ex) at its tendered price of \$6,960,461.44, excluding HST, for the 2018 Infrastructure Renewal Program Contract 12, York Street Sewer Separation Phase 1 project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Incorporated was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd. (AECOM), BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$420,970.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 18-04); and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-E01)

**Motion Passed**

2.6 Greenway Odour Control and HVAC Equipment Installation Irregular Bid Result - ES5019

Moved by: H. Usher

Seconded by: T. Park

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018, related to the Greenway Wastewater Treatment Plant (WWTP) Grit Building Odour Control Upgrades:

- a) the bid submitted by J.M.R. Electrical Ltd. in the amount of \$491,100.00, excluding HST, BE APPROVED in accordance with Section 19.4 (c) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; 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. (2018-F18)

**Motion Passed**

2.7 2017 Annual Water Board Summary Reports

Moved by: H. Usher  
Seconded by: T. Park

That the communications dated February 21, 2018 from Regional Water Supply, with respect to the Lake Huron Primary Water Supply System 2017 Annual Report and the Elgin Area Primary Water Supply System 2017 Annual Report, BE RECEIVED.

**Motion Passed**

- a. Lake Huron Primary Water Supply System
- b. Elgin Area Primary Water Supply System

2.8 3rd Report of the Rapid Transit Implementation Working Group

Moved by: H. Usher  
Seconded by: T. Park

That the 3rd Report of the Rapid Transit Implementation Working Group, from its meeting held on March 8, 2018, BE RECEIVED.

**Motion Passed**

2.1 2018 Ontario Municipal Commuter Cycling (OMCC) Program

Moved by: T. Park  
Seconded by: H. Usher

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the 2018 Ontario Municipal Commuter Cycling (OMCC) Program:

- a) the draft proposed by-law, as appended to the staff report dated March 19, 2018, BE INTRODUCED at the Municipal Council meeting to be held March 27, 2018 to:
  - i) authorize and approve the Ontario Municipal Commuter Cycling (OMCC) Program 2018 Application Declaration, appended to the above-noted by-law; and;
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Declaration;
- b) the updated list of projects set out in Appendix B to the staff report dated March 19, 2018 BE SUPPORTED for application to the OMCC program; and

c) the Civic Administration BE DIRECTED to take all necessary steps to submit the City of London application for OMCC funding. (2018-R06)

Yeas: (6): V. Ridley, T. Park, P. Hubert, P. Squire, H. Usher, and Mayor M. Brown

**Motion Passed (6 to 0)**

### **3. Scheduled Items**

3.1 Highway 401 / Highway 4 Interchange Improvements and Highway 4 and Glanworth Drive Underpass Replacements Environmental Assessment

Moved by: H. Usher

Seconded by: P. Hubert

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the technically-preferred alternative for the Highway 401/Highway 4 Interchange Improvements and Highway 4 and Glanworth Drive Underpass Replacements Environmental Assessment, BE ENDORSED;

it being noted that a staff report dated March 19, 2018 was received with respect to this matter;

it being further noted that the attached presentation from J. Matthews, Dillon Consulting and F. Hochstenback, Ministry of Transportation, was received with respect to this matter. (2018-T04)

Yeas: (6): V. Ridley, T. Park, P. Hubert, P. Squire, H. Usher, and Mayor M. Brown

**Motion Passed (6 to 0)**

3.2 2018 Renew London Infrastructure Construction Program and 2017 Renew London Post Construction Overview Report

Moved by: T. Park

Seconded by: P. Hubert

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 19, 2018, with respect to the 2018 Renew London Infrastructure Construction Program and the 2017 Renew London Infrastructure Post Construction overview, BE RECEIVED; it being noted that the attached presentation from J. Yanchula, Manager, Urban Regeneration and M. Hutchison, Communications Specialist, was received with respect to this matter. (2018-T04)

Yeas: (6): V. Ridley, T. Park, P. Hubert, P. Squire, H. Usher, and Mayor M. Brown

**Motion Passed (6 to 0)**

3.3 One River Environmental Assessment Update - Technical Memorandum: Stage Two Work Plan

Moved by: H. Usher

Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018, related to the One River Environmental Assessment Update:

- a) the One River Environmental Assessment Technical Memorandum: Stage 2 Approach, as appended to the above-noted staff report, BE RECEIVED;
  - b) the value of design and contract administration fees for Jacobs (formerly) CH2M BE INCREASED by \$403,283.00 (including \$150,000 of provisional work items) to a total contract value of \$1,039,806, including contingency, excluding HST, to cover additional efforts required to complete the Schedule B environmental assessment requirements for the decommissioning of the Springbank Dam and Forks of the Thames inaugural project, as per Procurement of Goods and Services Policy Clause 20.3e;
  - c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project; and,
  - d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, appended to the above-noted staff report;
- it being noted that the attached presentation from A. Rammeloo, Manager III, Environmental and Engineering Services, was received with respect to this matter. (2018-E21)

Yeas: (6): V. Ridley, T. Park, P. Hubert, P. Squire, H. Usher, and Mayor M. Brown

**Motion Passed (6 to 0)**

**4. Items for Direction**

4.1 Amendments to the Traffic and Parking By-law

Moved by: T. Park  
 Seconded by: P. Hubert

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018, related to Amendments to the Traffic and Parking By-law:

- a) the revised, attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018, for the purpose of amending the Traffic and Parking By-law (PS-113); and,
- b) the communications from L. Starr, Dr. E. Jackson and P. Churchill, as appended to the agenda, BE RECEIVED.

Yeas: (5): V. Ridley, T. Park, P. Hubert, P. Squire, and H. Usher

Absent (1): Mayor M. Brown

**Motion Passed (5 to 0)**

Voting Record:

Moved by: P. Hubert  
 Seconded by: V. Ridley

That the portion of the original proposed by-law to amend the Traffic and Parking By-law, with respect to Devonshire Avenue, BE REFERRED to staff in order to re-survey the residents.

Yeas: (2): V. Ridley, and P. Hubert

Nays: (3): T. Park, P. Squire, and H. Usher

Absent (1): Mayor M. Brown

**Motion Failed (2 to 3)**

4.2 2nd Report of the Transportation Advisory Committee

Moved by: T. Park

Seconded by: V. Ridley

That the 2nd Report of the Transportation Advisory Committee (TAC), from its meeting held on February 27, 2018, BE REFERRED to the Civic Administration for review of the 2018 Work Plan, which will allow Civic Administration to identify additional areas where the TAC can be of assistance, in alignment with the Strategic Plan.

Yeas: (4): V. Ridley, T. Park, P. Squire, and H. Usher

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (4 to 0)**

4.3 2nd Report of the Waste Management Working Group

Moved by: H. Usher

Seconded by: T. Park

That the following actions be taken with respect to the 2nd Report of the Waste Management Working Group from its meeting held on March 8, 2018:

a) that, on the recommendation of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the report entitled "Preliminary Proposed Draft Terms of Reference - Environmental Assessment of the Proposed W12A Landfill Expansion, City of London":

i) the release of the report entitled "Preliminary Proposed Draft Terms of Reference - Environmental Assessment of the Proposed W12A Landfill Expansion, City of London" for review and comment by the Government Review Team and the general public BE SUPPORTED; it being noted that minor changes/revisions to the report may be made prior to the release to accommodate preliminary comments from the Ministry of the Environment and Climate Change scheduled to be received by March 14, 2018; it being further noted that the above-noted report was provided under separate cover and a copy is on file in the City Clerk's Office; and,

ii) the staff report dated February 15, 2018, with respect to this matter, BE RECEIVED;

b) clauses 1.1, 3.1, 3.2, 3.3 and 5.1 BE RECEIVED.

Yeas: (4): V. Ridley, T. Park, P. Squire, and H. Usher

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (4 to 0)**

4.4 3rd Report of the Cycling Advisory Committee

Moved by: T. Park  
Seconded by: P. Squire

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee from its meeting held on February 21, 2018:

- a) the Division Manager, Transportation, Planning and Design BE ASKED to report back at the next Cycling Advisory Committee meeting with respect to an update on the east-west cycle track environmental assessment; it being noted that the Cycling Advisory Committee heard a verbal presentation from S. Climans, London Cycle Link, with respect to the “Bikes on Dundas” campaign;
- b) M. Ridley, Senior Technologist BE REQUESTED to advise what The Corporation of the City of London has undertaken with respect to the Ontario Municipal Commuter Cycling Program and the Safe Cycling Education Fund; it being noted that the CAC reviewed and received a communication dated February 5, 2018, with respect to the CycleON Action Plan 2.0 proposal;
- c) the Director, Environment, Fleet and Solid Waste BE REQUESTED to provide information for the next Cycling Advisory Committee meeting with respect to what City funding is available and what the City is already undertaking related to the 2018 Bike Fest; it being noted that the Cycling Advisory Committee held a general discussion with respect to this matter; and,
- d) clauses 1, 3, 4, 5, 7 and 8, BE RECEIVED.

Yeas: (4): V. Ridley, T. Park, P. Squire, and H. Usher

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (4 to 0)**

## **5. Deferred Matters/Additional Business**

### **5.1 Deferred Matters List**

Moved by: P. Squire  
Seconded by: T. Park

That the Civic Works Committee Deferred List, as at February 20, 2018, BE RECEIVED.

Yeas: (4): V. Ridley, T. Park, P. Squire, and H. Usher

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (4 to 0)**

### **5.2 (ADDED) Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Transfer Payment Agreement for Phase 1 - Fuel Switching Project - Diesel to Compressed Natural Gas (CNG) Transition**

Moved by: P. Squire  
Seconded by: H. Usher

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018 related to the Province of Ontario’s Municipal GHG Challenge Fund:

a) the proposed by-law, as appended to the above-noted staff report BE INTRODUCED at the Municipal Council meeting to be held March 27, 2018 to:

i) authorize and approve the Transfer Payment Agreement, as appended to the above-noted by-law, to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change for the Province of Ontario and The Corporation of the City of London, for the provision of funding of a fuel switching project to transition from diesel to compressed natural gas for London under the Ontario Municipal GHG Challenge Fund;

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

iii) delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer and the Managing Director, Corporate Services & City Treasurer, or their designate, to execute any reports required as a condition of the above-noted Agreement;

b) the Civic Administration BE AUTHORIZED to increase the 2016-2019 Multi-Year Capital Budget by \$1,382,625 to reflect the approved Ontario Municipal GHG Challenge Fund contribution of \$691,312 and equal City of London contribution of \$691,313 as set out in the revised, attached Source of Financing; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this program.(2018-F11)

Yeas: (3): T. Park, P. Squire, and H. Usher

Recuse: (1): V. Ridley

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (3 to 0)**

5.3 (ADDED) Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Transfer Payment Agreement for the Bike Share System

Moved by: T. Park

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 19, 2018 related to the Province of Ontario's Municipal GHG Challenge Fund:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held March 27, 2018 to:

i) authorize and approve the Transfer Payment Agreement, as appended to the above-noted by-law, to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change for the Province of Ontario and The Corporation of the City of London, for the provision of funding for a bike share system for London under the Ontario Municipal GHG Challenge Fund;

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

iii) delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer and Managing Director,

Corporate Services & City Treasurer, or their designate, to execute any reports required as a condition of the above-noted Agreement;

b) the Civic Administration BE AUTHORIZED to increase the 2016-2019 Multi-Year Capital Budget by \$822,500 to reflect the approved Ontario Municipal GHG Challenge Fund contribution as set out in the Source of Financing Report, as appended to the above-noted staff report; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this program.(2018-F11)

Yeas: (4): V. Ridley, T. Park, P. Squire, and H. Usher

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (4 to 0)**

5.4 (Added) 2030 Smart Moves Transportation Master Plan

Moved by: H. Usher

Seconded by: T. Park

That the Civic Administration BE REQUESTED to provide an update on the 2030 Smart Moves Transportation Master Plan, including an overview of projects that have been completed so far and projects that are planned for future years.

Yeas: (4): V. Ridley, T. Park, P. Squire, and H. Usher

Absent (2): P. Hubert, and Mayor M. Brown

**Motion Passed (4 to 0)**

## 6. Adjournment

The meeting adjourned at 2:25 PM.



### Introduction

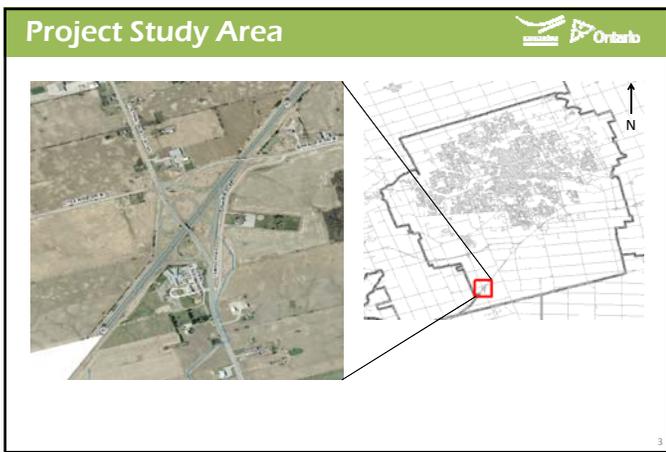
**2004**

- Highway 401 Improvements Planning and Preliminary Design Study from 1.0 km west of Highway 4 (Col. Talbot Road) easterly to 1.0 km east of Highbury Avenue
  - Documented in Transportation Environmental Study Report (TESR)
  - Replacement of the Colonel Talbot Road and Glanworth Drive underpass bridges and other Highway 401 improvements
  - Environmental Clearance was received in February 2004.

**2012**

- MTO retained Dillon Consulting Limited to review and update the 2004 approved plan for the Highway 401/4 (Col. Talbot Road) interchange and Glanworth Drive Bridge based on:
  - Changes in the Study Area since the 2004 TERSR was completed (Ford Talbotville, Wonderland Road interchange, etc.)
  - MTO's new Highway Access Management Guidelines (December 2013)

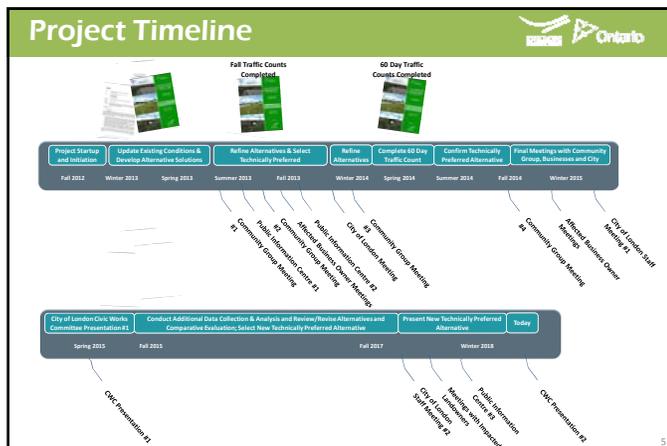
The purpose of the current Preliminary Design and Class Environmental Assessment Study is to develop a preferred alternative to improve the function and operation of the Interchange and Highway 4 (Col. Talbot Road)



### MTO Class Environmental Assessment Process

This project is subject to Ontario's Environmental Assessment Act and is being carried out in accordance with the requirements of the Class EA for Provincial Transportation Facilities (2000) as a Group "B" project.

Generally, Group "B" projects are considered major improvements to existing transportation facilities and require the preparation of a Transportation Environmental Study Report (TESR). The TERSR Addendum, documenting preliminary design changes, will be available for a 30-day public review period.



### Project Update

Since the last Civic Works Committee presentation (May 2015) the project team has completed:

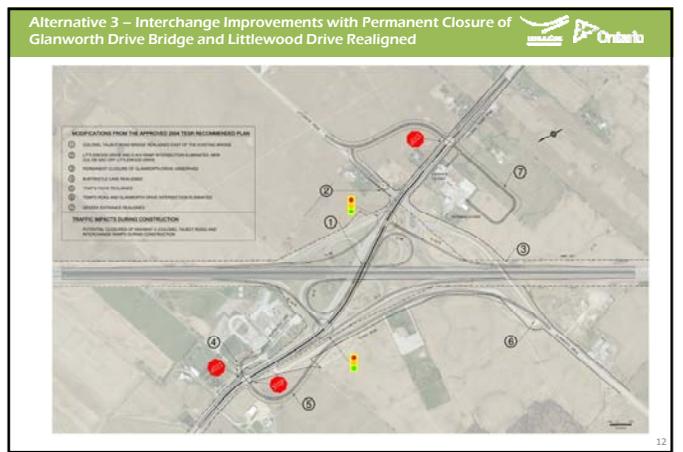
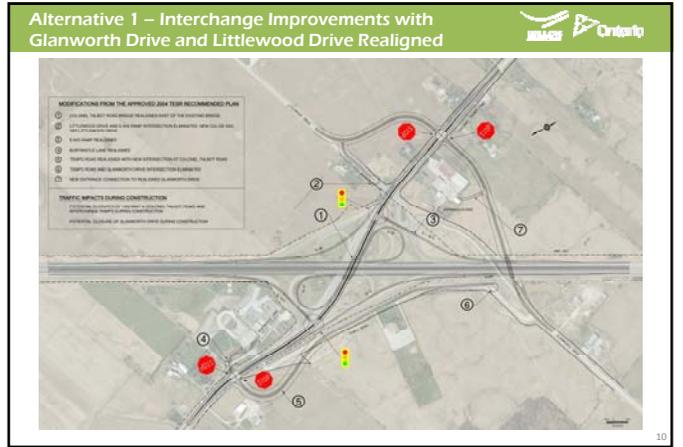
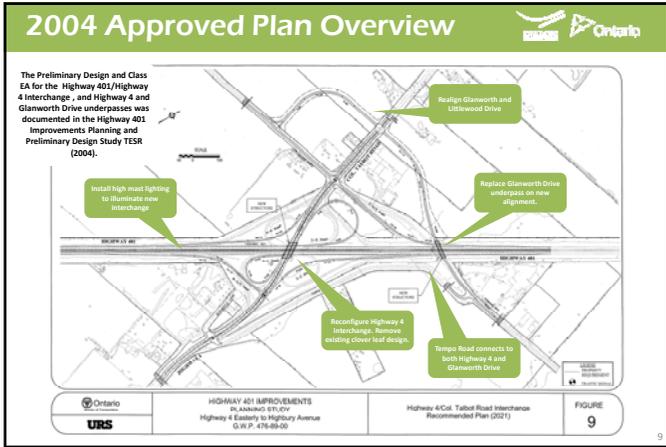
- Additional field studies
- Additional traffic counts, and analysis
- Traffic simulation modelling
- Additional consultation with interested stakeholders, community groups, and agencies
- Reviewed and updated the alternatives and the comparative evaluation
- Identified a new technically preferred alternative
- A third Public Information Centre (February 1, 2018).

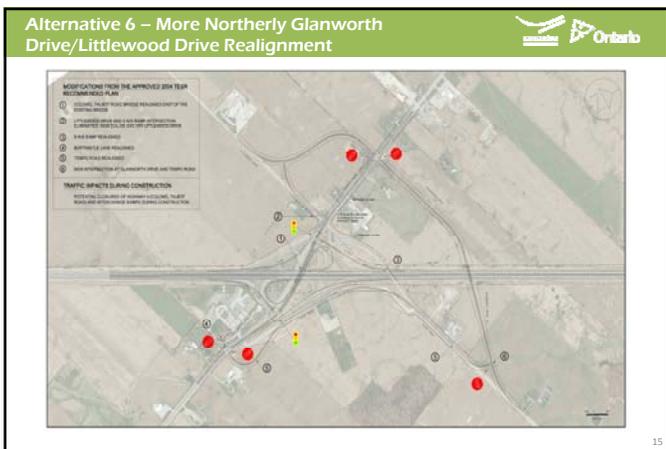
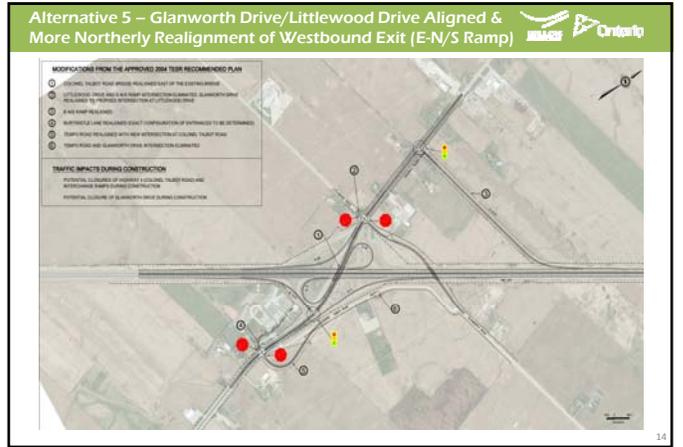
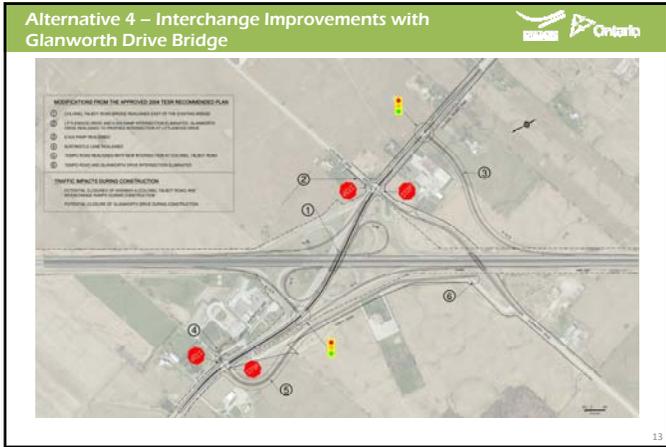
### Consultation To Date

- Three Public Information Centres (June and November 2013, and February 2018)
- Separate meetings with interested agencies, stakeholder groups and community associations including:
  - Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)
  - City of London
  - County of Elgin
  - Township of Southwold
  - Municipality of Central Elgin
  - London Agricultural Advisory Committee
  - Local business owners/operators
  - Lambeth Community Association
  - Potentially impacted landowners.
- Over 500 comments and submissions have been received to date for the project.

### What We've Heard to Date

- Glanworth Drive functions as a regional artery for agricultural operations; direct east/west travel should be a priority movement accommodated by any improvement, supporting local agricultural operations
- Speed differential between traffic and farm equipment on Highway 4 is not desirable
- Cul-de-sacs on Tempo Road are not desirable
- Highway 4 interchange should be designed to facilitate both north/south and east/west movement of agricultural equipment (traffic signals, shoulder design, turning lanes)
- Local road realignments should not restrict opportunities for expansion of existing local businesses
- Interchange ramp reconfigurations should minimize potential increases in noise for adjacent businesses and residents.





### Updated Comparative Evaluation Summary

Transportation & Engineering Factor Area Summary	Alternative 6 is preferred because it best meets MTO Practices, Policies and guidelines while best maintaining local road networks and providing a reliable and efficient route for the movement of farm machinery.
Natural Environment Factor Area Summary	Alternative 2 or 3 are preferred because they have the least potential to negatively impact the natural environment. It is noted that in all alternatives, the impacts to the Natural Environment are negligible compared to other factor areas in the comparative evaluation.
Socio-Economic Environment Factor Area Summary	Alternative 2 is preferred because it has the fewest impacts to existing and future land uses, best conforms to land use planning policies and has the fewest short-term impacts to the local community.
Cultural Environment Factor Area Summary	Alternatives 1, 4 or 5 are preferred because they have the least potential to impact cultural or archaeological resources. It is noted that in all alternatives, the impacts to the Cultural Environment are negligible compared to other factor areas in the comparative evaluation.

Based on the comparative evaluation of alternatives, using a reasoned argument method, Alternative 6 has been selected as the Technically Preferred Alternative.

**Alternative 6: New Technically Preferred Alternative**

Alternative 6 is technically preferred over Alternative 2 because it:

- Adheres to engineering standards, policies and practices
- best maintains the local road network
- offers potential benefits for future development opportunities
- provides an efficient route for the movement of farm machinery
- addresses concerns of local stakeholders, as heard through public consultation activities

### Technically Preferred Alternative

**MODIFICATIONS FROM THE APPROVED 2014 EIR RECOMMENDED PLAN**

1. PROPOSED
2. REVISED
3. DELETED
4. NEW

**TRAFFIC IMPACTS DURING CONSTRUCTION**

Alternative 6

17

### Next Steps

	2018		
	Winter	Spring	Summer
REVIEW AND RESPOND TO COMMENTS RECEIVED AT PIC 3 AS REQUIRED	✓		
FINALIZE PRELIMINARY DESIGN AND PREPARE TRANSPORTATION ENVIRONMENTAL STUDY REPORT		✓	
30-DAY PUBLIC REVIEW OF TRANSPORTATION ENVIRONMENTAL STUDY REPORT			✓

THANK YOU

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 **Core Communication**



Prepared by:  
Jim Yanchula, Megan Hutchison, Ugo DeCandido

**Our Move Forward**



**Internal Partnerships**



 **External Partnerships**



### Business Relations



### Renew London



### Connecting the Core



### Shared Experiences



### Champions



### Community Building



### Dundas Place Website



### Construction Updates





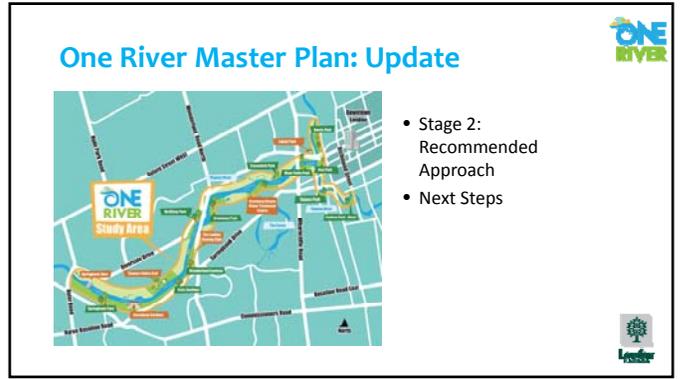


**ONERIVER**  
Creating a Master Plan for the Thames River

## One River Master Plan Stage 2 Approach

Ashley M. Rammeloo, P.Eng.

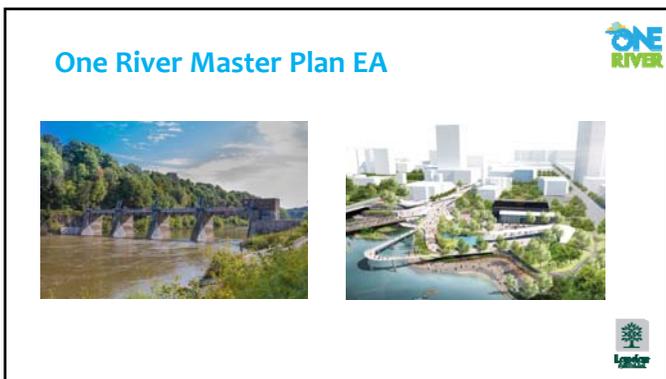
Share your vision for the future and learn more:  
[getinvolved.london.ca/OneRiver](http://getinvolved.london.ca/OneRiver)



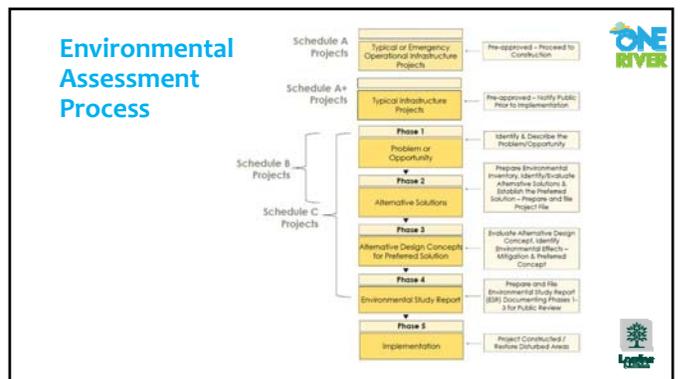
## One River Master Plan: Update



- Stage 2: Recommended Approach
- Next Steps

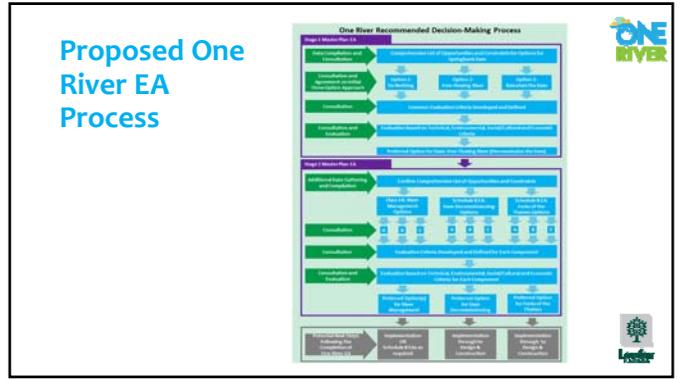
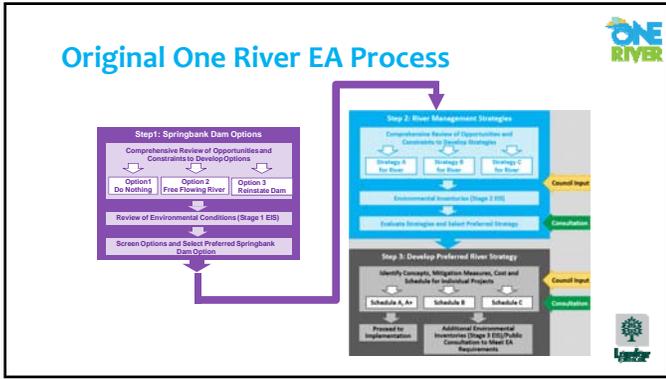


## One River Master Plan EA

## Environmental Assessment Process

Schedule A Projects	Typical or Emergency Operational Infrastructure Projects	Pre-approved - Proceed to Construction
Schedule A+ Projects	Typical Infrastructure Projects	Pre-approved - Notify Public Prior to Implementation
Schedule B Projects	<b>Phase 1</b> Problem or Opportunity	Identify & Describe the Problem/Opportunity
	<b>Phase 2</b> Alternative Solutions	Prepare Environmental Inventory, Identify/Evaluate Alternative Solutions & Establish the Preferred Solution - Prepare and file Project file
Schedule C Projects	<b>Phase 3</b> Alternative Design Concepts for Preferred Solution	Evaluate Alternative Design Concept, Identify Environmental Effects, Mitigation & Preferred Concept
	<b>Phase 4</b> Environmental Study Report	Prepare and file Environmental Study Report (ESR) Documenting Phases 1-3 for Public Review
	<b>Phase 5</b> Implementation	Project Constructed / Restore Disturbed Areas



### One River, Three Streams

-  **River Management Strategy**
-  **Springbank Dam Decommissioning**
-  **Forks of the Thames Design Elements**

### Next Steps

- Three streams move forward concurrently
- Additional environmental study to provide detail required for the EAs
- Refinement of hydraulic model to assess river management alternatives
- Public, stakeholder, and First Nations engagement



Questions?



## APPENDIX A

### BY-LAW TO AMEND THE TRAFFIC & PARKING BY-LAW (PS-113)

Bill No.  
2018

By-law No. PS-113

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

#### 1. **No Stopping**

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Dawn Drive	East	Moffat Avenue	Whitehall Drive	2:00 pm to 3:00 pm Monday to Friday September 1st to June 30th
King Street	South	A point 92 m east of Clarence Street	Wellington Street	Anytime
King Street	South	Richmond Street	A point 42 m east of Richmond Street	Anytime
Queens Avenue	North	Clarence Street	A point 55 m east of Clarence Street	Anytime
Queens Avenue	North	A point 11 m west of Richmond Street	A point 49 m east of Said street	Anytime

4.1

Ridout Street N	West	Queens Avenue	King Street	7:30 am to 9:00 am & 4:00 pm to 6:00 pm
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Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **adding** the following rows:

Dawn Drive	East	A point 254 m south of Seeley Drive	Whitehall Drive	8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 3:00 p.m. Monday to Friday September 1st to June 30th
King Street	South	Clarence Street	A point 48 m east of Wellington Street	Anytime
King Street	South	A point 76 m west of Richmond Street	Richmond Street	Anytime
King Street	South	A point 53m west of Talbot Street	Talbot Street	Anytime
Queens Avenue	North	Clarence Street	A point 115 m east of Clarence Street	Anytime
Queens Avenue	North	A point 11 m west of Richmond Street	A point 68 m east of Richmond Street	Anytime
Queens Avenue	North	A point 68 m east of Richmond Street	A point 94 m east of Richmond Street	Monday to Saturday
Queens Avenue	North	Talbot Street	A point 84 m east of Talbot Street	Anytime
Ridout Street N	West	A point 55 m south of Dundas Street	Dundas Street	Anytime

Ridout Street N	West	Queens Avenue	A point 69 m north of King Street	7:00 am to 9:30 am & 3:30 pm to 6:30 pm
Wellington Street	East	King Street	Dundas Street	Anytime

## 2. **No Parking**

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Algoma Place	Both	Algoma Avenue	North limit of Algoma Place	3:00 am to 5:00 am
Ambleside Drive	Both	Grangeover Avenue	Western Road	3:00 am to 5:00 am
Audrey Avenue	Both	Broughdale Avenue	Huron Street	3:00 am to 5:00 am
Barons Crescent	Both	Highland Heights	East end of street	3:00 am to 5:00 am
Beckworth Avenue	Both	Toukay Crescent	Sorrel Road	3:00 am to 5:00 am
Bernard Avenue	Both	Richmond Street	East end of Street	3:00 am to 5:00 am
Brough Street	Both	Huron Street	University Crescent	3:00 am to 5:00 am
Broughdale Avenue	Both	West end of street	Brough Street	3:00 am to 5:00 am
Canterbury Road	Both	Windermere Road	Richmond Street	3:00 am to 5:00 am
Charles Street	South & East	Mount Pleasant Avenue	Wharnccliffe Road N	12:00 am to 3:00 am Monday to Saturday
Clarence Street	East	A point 42 m north of King Street	King Street	Anytime
Clearview Avenue	Both	Thames Valley Avenue	Sunningdale Avenue	3:00 am to 5:00 am
College Street	North	West driveway to St. Joseph LTC Facility	A point 18 m east of said driveway	3:00 am to 5:00 am

## 4.1

Dale Street	Both	First Street	Hansuld Street	3:00 am to 5:00 am
Devonshire Avenue	North	Wharnccliffe Road S	185 m easterly	Anytime
Epworth Avenue	Both	Richmond Street	Waterloo Street	3:00 am to 5:00 am
Farmsborough Crescent	Both	Langdon Road	Fleming Drive	3:00 am to 5:00 am
Fleming Drive	Both	Fanshawe College Blvd	East end of street	3:00 am to 5:00 am
Fleming Drive	Both	Fleming Drive (west intersection)	Fleming Drive (east intersection)	3:00 am to 5:00 am
Fox Avenue	Both	Tamblyn Drive	Trott Drive	3:00 am to 5:00 am
Gibbons Place	East	Victoria Street	South end of street	3:00 am to 5:00 am
Godfrey Drive	Both	Highbury Avenue N	East end of Street	5:00 am
Godfrey Drive	Both	Godfrey Drive (west intersection)	Godfrey Drive (east intersection)	3:00 am to 5:00 am
Goldwick Crescent	Both	Portland Street (north intersection)	Farnsborough Crescent	3:00 am to 5:00 am
Hansuld Street	Both	First Street	Dale Street	3:00 am to 5:00 am
Hartlet Street	Both	First Street	Second Street	3:00 am to 5:00 am
Hawkesbury Avenue	Both	Toukay Crescent	Perth Avenue	3:00 am to 5:00 am
Howland Avenue	Both	West end of street	First Street	3:00 am to 5:00 am
Huron Street	Both	The Parkway	Fraser Avenue	3:00 am to 5:00 am
Irving Place	Both	Mark Street	Michael Street	3:00 am to 5:00 am

## 4.1

King Street	South	A point 40 m east of Clarence Street	A point 70 m east of said street	Anytime
King Street	South	A point 55 m west of Clarence Street	A point 100 m east of said street	Anytime
Lancaster Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 am to 5:00 am
Langton Road	Both	Beckworth Avenue	Sorrell Road	3:00 am to 5:00 am
Madeira Drive	Both	Langton Road	Beckworth Avenue	3:00 am to 5:00 am
Mardell Place	Both	West end of street	First Street	3:00 am to 5:00 am
Mardell Place	Both	First Street	Second Street	3:00 am to 5:00 am
Mayfair Drive	Both	Richmond Street	Meadowdown Drive	3:00 am to 5:00 am
McStay Road	Both	Hillside Drive	Shavian Blvd	3:00 am to 5:00 am
Nairn Avenue	Both	Sorrell Road	Kaladar Drive	3:00 am to 5:00 am
Parkdale Avenue	Both	Parkdale Avenue	Richmond Street	3:00 am to 5:00 am
Parkdale Crescent	Both	Parkdale Avenue	Richmond Street	3:00 am to 5:00 am
Patricia Street	Both	Huron Street	University Crescent	3:00 am to 5:00 am
Portland Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 am to 5:00 am
Prosperity Court	Both	Fleming Drive	East end of street	3:00 am to 5:00 am
Queens Avenue	North	Clarence Street	55 m easterly	Anytime

4.1

Queens Avenue	North	A point 110 m east of Clarence Street	A point 132 m easterly from the said Street	Anytime
Queens Avenue	North	Talbot Street	40 m easterly	Anytime
Raymond Avenue	Both	Richmond Street	Bernard Avenue	3:00 am to 5:00 am
Ridout Street N	West	King Street	A point 47 m north of the said street	Anytime
Roehampton Avenue	Both	Oxford Street E (west intersection)	Oxford Street E (east intersection)	3:00 am to 5:00 am
Rushland Avenue	Both	West end of street	First Street	3:00 am to 5:00 am
St. Bees Close	Both	Ambleside Drive	End of street	3:00 am to 5:00 am
St. Bees Court	Both	St. Bees Close	East end of street	3:00 am to 5:00 am
St. Bees Place	Both	St. Bees Close	East end of street	3:00 am to 5:00 am
St. George Street	Both	Huron Street	Regent St	3:00 am to 5:00 am
St. James Street	Both	Talbot Street	Richmond Street	3:00 am to 5:00 am
Second Street	Both	Dale Street	C.P.R. Right-of-Way	3:00 am to 5:00 am
Sorrel Road	Both	Huron Street	Cheapside Street	3:00 am to 5:00 am
Steele Street	Both	West end of street	Waterloo Street	3:00 am to 5:00 am
Sunset Street	Both	Huron Street	North end of the street	3:00 am to 5:00 am
Susan Avenue	Both	Mark Street (south intersection)	Mark Street (north intersection)	3:00 am to 5:00 am
Talbot Street	Both	Oxford Street E	Street James Street	3:00 am to 5:00 am

4.1

Tamblyn Drive	Both	Coombs Avenue	Fox Avenue	3:00 am to 5:00 am
Thurman Circle	Both	Farnsborough Crescent	Thurman Circle	3:00 am to 5:00 am
Tower Lane	Both	West end of street	Richmond Street	3:00 am to 5:00 am
University Crescent	Both	West end of street	Patricia Street	3:00 am to 5:00 am
Walmer Grove	Both	Walmer Gardens	East end of street	3:00 am to 5:00 am
Waterloo Street	Both	Epworth Avenue	Victoria Street	3:00 am to 5:00 am
Wellington Street	Both	Huron Street	Victoria Street	3:00 am to 5:00 am
Westchester Drive	Both	Canterbury Road	Richmond Street	3:00 am to 5:00 am
Westview Drive	Both	The Parkway	Huron St	3:00 am to 5:00 am
Wellington Street	East	A point 25 m north of King Street	River Thames	Anytime
Wickerson Road	East	A point 101 m north of Tibet Butler Boulevard	A point 150 m south of Tibet Butler Boulevard	Anytime
Wickerson Road	West	Byron Baseline Road	A point 150 m south of Tibet Butler Boulevard	Anytime

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Algoma Place	Both	Algoma Avenue	North limit of Algoma Place	3:00 a.m. to 5:00 a.m. Monday to Sunday
Ambleside Drive	Both	Grangeover Avenue	Western Road	3:00 a.m. to 5:00 a.m. Monday to Sunday

## 4.1

Audrey Avenue	Both	Broughdale Avenue	Huron Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Barons Crescent	Both	Highland Heights	East limit of Highland Heights	3:00 a.m. to 5:00 a.m. Monday to Sunday
Beckworth Avenue	Both	Toukay Crescent	Sorrel Road	3:00 a.m. to 5:00 a.m. Monday to Sunday
Bernard Avenue	Both	Richmond Street	East limit of Bernard Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Brough Street	Both	Huron Street	University Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Broughdale Avenue	Both	West limit of Broughdale Avenue	Brough Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Canterbury Road	Both	Windermere Road	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Charles Street	South & East	Mount Pleasant Avenue	Wharnccliffe Road N	12:00 a.m. to 3:00 a.m. Monday to Sunday
Clearview Avenue	Both	Thames Valley Avenue	Sunninghill Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
College Street	North	West driveway to St. Joseph LTC Facility	A point 18 m east of College Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Dale Street	Both	First Street	Hansuld Street	3:00 a.m. to 5:00 a.m. Monday to Sunday

4.1

Devonshire Avenue	North	Wharnccliffe Road S	Edward Street	Anytime
Epworth Avenue	Both	Richmond Street	Waterloo Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fairview Avenue	East	A point 130m south of Whetter Avenue	A point 105m south of Whetter Avenue	Anytime
Farnsborough Crescent	Both	Langdon Road	Fleming Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fleming Drive	Both	Fanshawe College Boulevard	East limit of Fleming Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fleming Drive	Both	Fleming Drive (west intersection)	Fleming Drive (east intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fox Avenue	Both	Tamblyn Drive	Trott Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Gibbons Place	East	Victoria Street	South limit of Gibbons Place	3:00 a.m. to 5:00 a.m. Monday to Sunday
Godfrey Drive	Both	Highbury Avenue N	East limit of Godfrey Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Godfrey Drive	Both	Godfrey Drive (west intersection)	Godfrey Drive (east intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Goldwick Crescent	Both	Portland Street (north intersection)	Farnsborough Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday

## 4.1

Hansuld Street	Both	First Street	Dale Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Hartlet Street	Both	First Street	Second Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Hawkesbury Avenue	Both	Toukay Crescent	Perth Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Howland Avenue	Both	West limit of Howland Avenue	First Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Huron Street	Both	The Parkway	Fraser Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Irving Place	Both	Mark Street	Michael Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
King Street	South	A point 55 m west of Clarence Street	Clarence Street	Anytime
King Street	South	A point 86m west of Richmond Street	A point 78m west of Richmond Street	Anytime Police Vehicle Only
King Street	South	A point 88m west of Wellington Street	Wellington Street	Anytime
Lancaster Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Langton Road	Both	Beckworth Avenue	Sorrell Road	3:00 a.m. to 5:00 a.m. Monday to Sunday

4.1

Madeira Drive	Both	Langton Road	Beckworth Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mardell Place	Both	West limit of Mardell Place	First Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mardell Street	Both	First Street	Second Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mayfair Drive	Both	Richmond Street	Meadowdown Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
McStay Road	Both	Hillside Drive	Shavian Boulevards	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mornington Avenue	South	A point 132 m west of Curry Street	A point 112 m west of Curry Street	Anytime
Nairn Avenue	Both	Sorrell Road	Kaladar Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Parkdale Avenue	Both	West limit of Parkdale Avenue	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Parkdale Crescent	Both	Parkdale Avenue	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Patricia Street	Both	Huron Street	University Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Portland Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday

4.1

Prosperity Court	Both	Fleming Drive	East limit of Prosperity Court	3:00 a.m. to 5:00 a.m. Monday to Sunday
Queens Avenue	North	A point 65 m west of Wellington Street	A point 43 m west of Wellington Street	Anytime
Raymond Avenue	Both	Richmond Street	Bernard Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Roehampton Avenue	Both	Oxford Street E (west intersection)	Oxford Street E (east intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Rushland Avenue	Both	West limit of Rushland Avenue	First Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. Bees Close	Both	Ambleside Drive	West limit of St. Bees Close	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. Bees Court	Both	St. Bees Close	East limit of St. Bees Court	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. Bees Place	Both	St. Bees Close	East limit of St. Bees Place	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. George Street	Both	Huron Street	Regent Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. James Street	Both	Talbot Street	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Second Street	Both	Dale Street	C.P.R. Right-of-Way	3:00 a.m. to 5:00 a.m. Monday to Sunday

4.1

Sorrel Road	Both	Huron Street	Cheapside Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Steele Street	Both	West limit of Steele Street	Waterloo Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Sunset Street	Both	Huron Street	North limit of Sunset Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Susan Avenue	Both	Mark Street (south intersection)	Mark Street (north intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Talbot Street	Both	Oxford Street E	St. James Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Tamblyn Drive	Both	Coombs Avenue	Fox Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Thurman Circle	Both	Farnsborough Crescent	Thurman Circle	3:00 a.m. to 5:00 a.m. Monday to Sunday
Tower Lane	Both	West limit of Tower Lane	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
University Crescent	Both	West limit of University Crescent	Patricia Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Walmer Grove	Both	Walmer Gardens	East limit of Walmer Grove	3:00 a.m. to 5:00 a.m. Monday to Sunday
Waterloo Street	Both	Epworth Avenue	Victoria Street	3:00 a.m. to 5:00 a.m. Monday to Sunday

4.1

Wellington Street	Both	Huron Street	Victoria Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Westchester Drive	Both	Canterbury Road	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Westview Drive	Both	The Parkway	Huron Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Wellington Street	East	Thames River (south branch)	King Street	Anytime
Wickerson Road	East	A point 101 m north of Tibet Butler Boulevard	Southdale Road W	Anytime
Wickerson Road	West	Byron Baseline Road	Southdale Road W	Anytime

### 3. Bus Stops

Schedule 3 (Bus Stops) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	South	Clarence Street	40 m easterly
Queens Avenue	North	A point 55 m east of Clarence	A point 84 m easterly from the said street
Wellington Street	East	A point 47 m south Dundas Street	A point 73 m south of the said street

Schedule 3 (Bus Stops) of the By-law PS-113 is hereby amended by **adding** the following rows:

King Street	South	Clarence Street	A point 48 m east of Wellington Street
King Street	South	A point 76 m west of Richmond Street	Richmond Street
King Street	South	A point 53m west of Talbot Street	Talbot Street
Queens Avenue	North	Clarence Street	A point 115 m east of Clarence Street
Queens Avenue	North	A point 11 m west of Richmond Street	A point 68 m east of Richmond Street
Queens Avenue	North	A point 68 m east of Richmond Street	A point 94 m east of Richmond Street
Queens Avenue	North	Talbot Street	A point 84 m east of Talbot Street
Ridout Street N	West	A point 55 m south of Dundas Street	Dundas Street
Wellington Street	East	King Street	Dundas Street

### 4. Loading Zones

Schedule 5 (Loading Zones) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	South	From a point 27 m west of Talbot Street to a point 13 m westerly from the said street	8:00 a.m. to 6:00 p.m.
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Wellington Street	East	From a point 73 m south of Dundas Street to a point 25 m north of King Street
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## 5. Stop Sign Locations

Schedule 10 (Stop Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Northbound & Southbound	Logans Run	Shore Road
Westbound	Logans Trail	Riverbend Road
Westbound	Logans Way	Riverbend Road
Northbound & Southbound	Riverbend Road	Shore Road
Eastbound & Westbound	Shore Road	Riverbend Road

## 6. Yield Sign Locations

Schedule 11 (Yield Signs) of the PS-113 By-law is hereby amended by **deleting** the following rows:

Southbound	Logans Run	Shore Road
Westbound	Logans Trail	Riverbend Road
Westbound	Logans Way	Riverbend Road

## 7. Lower Speed Limits

Schedule 17.1 (Lower Speed Limits) of the PS-113 By-law is hereby amended by **adding** the following rows:

Askin Street	Wharncliffe Road S	A point 35 m east of Cynthia Street	40 km/h
Beaufort Street	Wharncliffe Road N	East limit of Beaufort Street	40 km/h
Byron Avenue E	Wharncliffe Road S	Birch Street	40 km/h
Cheapside Street	Maitland Street	William Street	40 km/h
Duchess Avenue	Cathcart Street	Wortley Road	40 km/h
Elm Street	Hamilton Road	Trafalgar Street	40 km/h

Elmwood Avenue E	Cathcart Street	Wortley Road	40 km/h
Howard Avenue	Sunray Avenue	David Street	40 km/h
Maitland Street	Grosvenor Street	Cheapside Street	40 km/h
Sunray Avenue	Colonel Talbot Road	Howard Avenue	40 km/h

### 8. 2 Hour Metered Zone

Schedule 20 (2 Hour Metered Zones) of the said By-law PS-113 is hereby amended by **adding** the following rows:

Clarence Street	East	A point 14 m north of King Street	A point 42 m north of King Street	8:00 a.m. to 6:00 p.m.
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### 9. Designated Parking Spaces - Disabled Persons

Schedule 27 (Designated Parking Spaces - Disabled Persons) of the PS-113 By-law is hereby amended by **deleting** the following row:

Queens Avenue	North	From a point 49 m east of Richmond Street to a point 55 m east of said street	2 Hours
Queens Avenue	North	From 41 m east of Talbot Street to 48 m east of Talbot Street	2 Hours 8:00 a.m. to 4:00 p.m. Monday to Friday 8:00 a.m. to 6:00 p.m. (Saturday)
Queens Avenue	North	From 41 m east of Talbot Street to 48 m east of Talbot Street	2 Hours

Schedule 27 (Designated Parking Spaces - Disabled Persons) of the PS-113 By-law is hereby amended by **adding** the following row:

Queens Avenue	North	A point 50 m west of Clarence Street to a point 42 m east of Clarence Street	2 Hours
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Queens Avenue	North	From 85 m east of Talbot Street to 92 m east of Talbot Street	2 Hours 8:00 a.m. to 4:00 p.m. Monday to Friday 8:00 a.m. to 6:00 p.m. (Saturday)
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This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018

Matt Brown

Mayor

Catharine Saunders

City Clerk

First Reading – March 27, 2018

Second Reading – March 27, 2018

Third Reading – March 27, 2018

## APPENDIX 'B'

#18047

Chair and Members  
Civic Works Committee

March 19, 2018  
(Establish Budget)

**RE: Ontario Municipal Greenhouse Gas (GHG) Challenge  
Fund Transfer Payment Agreement  
Capital Project ME1208 - Phase 1 - Fuel Switching Project - Diesel to  
Compressed Natural Gas (CNG) Transition**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this project, although not included in the Capital Plan, can be accommodated with a drawdown from the Efficiency, Effectiveness & Economy Reserve and a contribution from the Ontario Municipal Greenhouse (GHG) Challenge Fund, and that, subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services & City Engineer, the detailed source of financing for this project is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Additional Funding</u></b>	<b><u>Revised Budget</u></b>
Engineering	\$0	\$280,000	\$280,000
Construction	0	1,102,625	1,102,625
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$1,382,625</u></b> 1)	<b><u>\$1,382,625</u></b>
<b><u>SOURCE OF FINANCING:</u></b>			
Drawdown from the Efficiency, Effectiveness & Economy Reserve	1)	\$691,313	\$691,313
Ontario Municipal Greenhouse Gas Challenge Fund	2)	691,312	691,312
<b>TOTAL FINANCING</b>	<b><u>\$0</u></b>	<b><u>\$1,382,625</u></b>	<b><u>\$1,382,625</u></b>

- 1) The funding is available as a drawdown from the Efficiency, Effectiveness & Economy Reserve. The uncommitted balance will be approximately \$8.9 million after the approval of this project.
- 2) The City of London was approved an Ontario Municipal GHG Challenge Fund contribution of \$691,312 for the Compressed Natural Gas Vehicle Fuelling and Maintenance Infrastructure project.

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Anna Lisa Barbon  
Managing Director, Corporate Services and  
City Treasurer, Chief Financial Officer

# Planning and Environment Committee

## Report

5th Meeting of the Planning and Environment Committee  
March 19, 2018

PRESENT: Concillors S. Turner (Chair), A. Hopkins, M. Cassidy, J. Helmer, T. Park, Mayor M. Brown

ALSO PRESENT: Councillors P. Hubert, J. Morgan, H.L. Usher and M. van Holst; I. Abushehada, J. Adema, A. Anderson, M. Campbell, M. Corby, A. Dunbar, M. Elmadhoon, M. Feldberg, J.M. Fleming, K. Gonyou, P. Kokkoros, G. Kotsifas, A. Macpherson, H. McNeely, B. O'Hagan, M. Pease, L. Pompilii, V. Santos, C. Saunders, C. Smith, E. Soldo, S. Spring, M. Tomazincic, B. Westlake-Power, S. Wise, J. Yanchula and P. Yeoman

The meeting was called to order at 4:00 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Turner disclosed a pecuniary interest in clause 3.2 of this Report, having to do with the application by the London Health Science Centre with respect to the property located at 825 Commissioners Road East, by indicating that his wife's employer, ChildReach, operates a program at this location.

### 2. Consent

Moved by: T. Park  
Seconded by: Mayor M. Brown

That Items 2.1 to 2.12 BE APPROVED.

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

**Motion Passed (6 to 0)**

#### 2.1 4th Report of the Advisory Committee on the Environment

Moved by: T. Park  
Seconded by: Mayor M. Brown

That the 4th Report of the Advisory Committee on the Environment from its meeting held on March 7, 2018 BE RECEIVED.

**Motion Passed**

#### 2.2 2nd Report of the Trees and Forest Advisory Committee

Moved by: T. Park  
Seconded by: Mayor M. Brown

That the 2nd Report of the Trees and Forests Advisory Committee from its meeting held on February 28, 2018 BE RECEIVED.

**Motion Passed**

2.3 Sidewalk Patio Standards and Application Process

Moved by: T. Park  
Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the Sidewalk Patio Standards and Application process:

- a) the staff report dated March 19, 2018 entitled "Sidewalk Patio - Standards and Application Process" BE RECEIVED for information; and,
- b) the Sidewalk Patio – Standards and Application Process document appended to the above-noted staff report as Appendix “A” BE RECEIVED; it being noted that review and approval of sidewalk patios will be implemented as an administrative practice. (2018-D19)

**Motion Passed**

2.4 Planning Application - 1040 Waterloo Street - Passage of By-law to Repeal Existing Designation and Pass New Designating By-law

Moved by: T. Park  
Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the by-law appended to the staff report dated March 19, 2018, to repeal the existing heritage designating by-law and to designate the property located at 1040 Waterloo Street to be of cultural heritage value or interest BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018; it being noted that this matter has been considered by the London Advisory Committee on Heritage and public notice has been completed with respect to the designation in compliance with the requirements of the *Ontario Heritage Act*. (2018-R01)

**Motion Passed**

2.5 328 Hamilton Road

Moved by: T. Park  
Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Planning and City Planner and the Managing Director, Environmental and Engineering Services and City Engineer, the report dated March 19, 2018, entitled “328 Hamilton Road”, with respect to the potential purchase of property located at 328 Hamilton Road BE RECEIVED for information. (2018-L07)

**Motion Passed**

2.6 Deferred Matter #4 - Variances Granted by the Committee of Adjustment

Moved by: T. Park  
Seconded by: Mayor M. Brown

That, on the recommendation of the Manager, Development Planning, the report dated March 19, 2018, entitled "Deferred Matter (Item 4) -

Variances granted by the Committee of Adjustment - Information Report", relating to an overview of the nature of Minor Variance Applications granted in 2015, 2016 and 2017 by the Committee of Adjustment BE RECEIVED for information. (2018-D19)

**Motion Passed**

2.7 Planning Application - 3493 Colonel Talbot (H-8756)

Moved by: T. Park

Seconded by: Mayor M. Brown

That, on the recommendation of the Senior Planner, Development Services, based on the application by 2219008 Ontario Ltd. (York Developments), relating to a portion of the the property located at 3493 Colonel Talbot Road, the proposed by-law appended to the staff report dated March 19, 2018, BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018, 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.h-100. R1-8(5)) Zone TO a Residential R1 Special Provision (R1-8(5)) Zone, to remove the "h", and "h-100" holding provisions that were put in place to ensure the orderly development of lands and the adequate provision of municipal services and to ensure there is adequate water service and appropriate access. (2018-D09)

**Motion Passed**

2.8 Planning Application -1245 Michael Street (H-8857)

Moved by: T. Park

Seconded by: Mayor M. Brown

That, on the recommendation of the Senior Planner, Development Services, based on the application by Wastell Builders (London) Inc., relating to the property located at 1245 Michael Street, the proposed by-law appended to the staff report dated March 19, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R4 Special Provision (h•h-147•R4-4(2)) Zone TO a Residential R4 Special Provision (R4-4(2)) Zone to remove the h and h-147 holding provisions. (2018-D09)

**Motion Passed**

2.9 Planning Application - 770 Whetter Avenue (H-8873)

Moved by: T. Park

Seconded by: Mayor M. Brown

That, on the recommendation of the Senior Planner, Development Services, based on the application by Homes Unlimited (London) Inc., relating to the property located at 770 Whetter Avenue, the proposed by-law appended to the staff report dated March 19, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R9 Special Provision (h•h-5•h-18•h-65•R9-1(2)•H15) Zone TO a Residential R9

Special Provision (R9-1(2)•H15) Zone to remove the h, h-5, h-18 and h-65 holding provisions. (2018-D09)

**Motion Passed**

2.10 Building Division Monthly Report for January 2018

Moved by: T. Park  
Seconded by: Mayor M. Brown

That the Building Division Monthly Report for the month of January, 2018 BE RECEIVED for information. (2018-D04)

**Motion Passed**

2.11 Single Source Procurement (#18-10) for Mobiinspect: Partho's Mobile Application

Moved by: T. Park  
Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the following actions be taken with respect to mobilINSPECT, a mobile application from Partho Technologies Inc.:

a) the price of \$104,231 (HST extra) negotiated with Partho Technologies Inc. for the provision of mobilINSPECT, BE ACCEPTED on a Single Source basis in accordance with sections 14.4 (d) and 14.4 (e) of the Procurement of Goods and Services Policy;

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

c) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract for this purchase;

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to the above-noted recommendations;

e) the proposed by-law appended to the staff report dated March 19, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to:

i) authorize and approve an Agreement (Schedule "A" to the by-law) between The Corporation of the City of London and Partho Technologies Inc. ("Partho") for the purpose of using mobilINSPECT mobile application which shall provide useful business functions to the building inspectors through an easy to use and intuitive mobile application running on their smartphone; and,

ii) authorize the Mayor and the City Clerk to execute the Agreement authorized and approved in part i), above. (2018-P06)

**Motion Passed**

2.12 Annual Report on Building Permit Fees

Moved by: T. Park

Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the staff report dated March 19, 2018 entitled "Annual Report on Building Permit Fees", with respect to building permit fees collected, the costs of administration and enforcement of the *Building Code Act* and regulations for the year 2017, BE RECEIVED for information purposes. (2018-P21)

**Motion Passed**

**3. Scheduled Items**

3.1 Public Participation Meeting - Not to be heard before 4:00 PM - Planning Application - 50 Charterhouse Crescent (Z-8834)

Moved by: M. Cassidy

Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, based on the application by Active Wellness Products Inc., relating to the property located at 50 Charterhouse Crescent, the proposed by-law appended to the staff report dated March 19, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Light Industrial (LI1/LI3/LI7) Zone TO a Light Industrial (LI1/LI2/LI3/LI7) Zone;

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

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

- the proposed reuse of the existing building is consistent with the Provincial Policy Statement 2014, and maintains the economic contributions of the light industrial employment lands;
- the proposed broadening of the industrial uses is appropriate for the subject site and conforms to the permitted uses in the Light Industrial designation and Light Industrial Place Type;
- the recommended amendment will ensure the continued operation and viability of the light industrial node for current and future uses; and,
- the dairy processing facility has demonstrated there will be no adverse impacts produced that would affect nearby sensitive uses through a compatibility assessment and Odour Evaluation Letter. (2018-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: M. Cassidy

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: M. Cassidy

Seconded by: T. Park

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.2 Public Participation Meeting - Not to be heard before 4:00 PM - Planning Application - 825 Commissioners Road East (Z-8860)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application by London Health Science Centre, relating to the property located at 825 Commissioners Road East:

a) the attached, revised, proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Regional Facility (RF) Zone TO a Holding Regional Facility Special Provision (h-( \* )\*h-(\*\*)\*RF(\_)) Zone; and,

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 part a) above, as the amendment is minor in nature;

it being pointed out that at the public participation meeting associated with these matters, 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 Regional Facilities policies of the Official Plan and Institutional Place Type policies;
- the recommended amendment provides flexibility for the site to accommodate an appropriate range of uses to implement the future Westminster Ponds Centre; and,

- the recommended amendment will facilitate the severance of this site from the larger LHSC parcel. (2018-D09)

Yeas: (5): A. Hopkins, M. Cassidy, J. Helmer, T. Park, and Mayor M. Brown

Absent (1): S. Turner

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: T. Park

Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, M. Cassidy, J. Helmer, T. Park, and Mayor M. Brown

Absent (1): S. Turner

**Motion Passed (5 to 0)**

Moved by: J. Helmer

Seconded by: Mayor M. Brown

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, M. Cassidy, J. Helmer, T. Park, and Mayor M. Brown

Absent (1): S. Turner

**Motion Passed (5 to 0)**

3.3 Public Participation Meeting - Not to be heard before 4:30 PM - Planning Application - 1176, 1200 and 1230 Hyde Park Road (O-8822)

Moved by: Mayor M. Brown

Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of Dave Tennant Urban Concepts relating to the properties located at 1176, 1200 and 1230 Hyde Park Road:

a) the revised, attached, proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend the Official Plan by ADDING a policy to section 10.1.3 – Policies for Specific Areas; and,

b) the revised, attached, proposed by-law BE INTRODUCED at a future Council meeting, to amend The London Plan by changing the Place Type for a portion of the lands FROM Green Space TO Neighbourhoods; by ADDING a policy to Specific Policies for the Neighbourhoods Place Type; by 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;

it being pointed out that at the public participation meeting associated with these matters, 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 amendments are consistent with the 2014 Provincial Policy Statement, which encourages a range and mix of land uses and densities to support intensification and achieve efficient development patterns;
- the recommended amendment to the 1989 Official Plan meets one of the necessary criterion for a specific policy area, and would augment standard policies to permit the proposed development concept which more accurately reflects Council's vision and intent for the subject lands as expressed in The London Plan;
- the proposed development concept is generally consistent with the range of uses, intensity and form of development contemplated for the subject lands in The London Plan (prior to the construction of a new public street through the subject lands); and,
- the recommended amendment to The London Plan maintains the general intent of The London Plan; and, the recommended amendment to The London Plan to change a portion of the subject lands from the Green Space Place Type to the Neighbourhoods Place Type would continue to permit a Stormwater Management Facility as previously intended, but would also provide the flexibility to consider other land uses and potential development should stormwater management alternatives result from the final recommendations of the 2017 addendum to the Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule 'B' Municipal Class Environmental Assessment. (2018-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: M. Cassidy

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: M. Cassidy

Seconded by: T. Park

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.4 Public Participation Meeting - Not to be heard before 5:00 PM -  
Wonderland Road Community Enterprise Corridor

Moved by: M. Cassidy

Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Planning and City Planner, based on the application by The Corporation of the City of London, relating to the Wonderland Road Community Enterprise Corridor land use designation within the Southwest Area Secondary Plan, the proposed by-law appended to the staff report dated March 19, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend the Southwest Area Secondary Plan TO DELETE policy 20.5.6.1.v) a), which requires that commercial development within a portion of the Wonderland Road Community Enterprise Corridor designation south of Bradley Avenue not exceed 100,000 square metres in gross floor area;

it being pointed out that at the public participation meeting associated with these matters, 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:

- is consistent with the Provincial Policy Statement (2014);
- conforms to the vision and intent of the Southwest Area Secondary Plan; and,
- will facilitate contiguous development along Wonderland Road South that meets the intent of the Wonderland Road Community Enterprise Corridor designation. (2018-D09)

Yeas: (4): A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Nays: (2): S. Turner, and T. Park

**Motion Passed (4 to 2)**

Additional Votes:

Moved by: M. Cassidy

Seconded by: Mayor M. Brown

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: Mayor M. Brown

Seconded by: A. Hopkins

Motion to grant Mrs. Ward, Ward Land Economists and Mr. R. Zelinka, Zelinka Priamo Ltd., an extension of their respective delegations beyond five minutes.

**Motion Passed**

Moved by: M. Cassidy  
Seconded by: J. Helmer

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.5 Public Participation Meeting - Not to be heard before 5:30 PM - Planning Application - Hamilton Road Area Community Improvement Plan (O-8866)

Moved by: A. Hopkins  
Seconded by: Mayor M. Brown

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application by The Corporation of the City of London, relating to a Community Improvement Plan for the Hamilton Road Area:

Adoption of the Community Improvement Plan

a) the proposed by-law appended to the staff report dated March 19, 2018 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to designate the lands generally defined as the CN railway tracks to the north, Highbury Avenue to the east, the Thames River to the south, Adelaide Street to the west, and also including all properties with frontage on Hamilton Road west of Adelaide Street, as well as 219-221 William Street as the Hamilton Road Area Community Improvement Project Area pursuant to Section 28 of the Planning Act and as provided for under Section 14.2.2 of the Official Plan;

b) the proposed by-law appended to the staff report dated March 19, 2018 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to adopt the Hamilton Road Area Community Improvement Plan to outline the strategies and framework used to stimulate community improvement in the Hamilton Road Area Community Improvement Project Area as designated in part a) above;

c) the Civic Administration BE DIRECTED to consider in any planning, design, and budgeting of future municipal capital investments in the Hamilton Road Area, the actions and initiatives included in the Hamilton Road Area Community Improvement Plan;

Official Plan Amendment

d) the proposed by-law amendment appended to the staff report dated March 19, 2018 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 to amend the Official Plan by ADDING a new policy to Section 14.2.2 ii) to add the Hamilton Road Corridor Sub-Project Area to the list of commercial areas eligible for community improvement, as well as to amend Figure 14-1 to

recognize the entire Hamilton Road Corridor Sub-Project Area as a commercial area eligible for community improvement;

e) the proposed by-law amendment appended to the staff report dated March 19, 2018 as Appendix "E" BE INTRODUCED at a future Municipal Council meeting to amend the London Plan Map 8 (Community Improvement Project Areas) in Appendix 1 (Maps) to ADD the Hamilton Road Area Community Improvement Project Area (as designated in part a) above); and that three readings of this by-law BE WITHHELD until such time as the London Plan comes into full force and effect;

f) that forgivable loans similar to those provided in downtown and Old East Village BE APPROVED IN PRINCIPLE for the Hamilton Road Community Improvement Area, it being noted that the balance of the Community Investment Reserve Fund is sufficient to cover the estimated budget of \$118,000 for 2018 and 2019; and,

g) the Civic Administration BE DIRECTED to report back to the Planning and Environment Committee with amendments to the Hamilton Road Community Improvement Area to implement forgivable loans;

it being noted that the Planning and Environment Committee reviewed and received the following communications:

- a communication from M. van Holst; and,
- a communication from the Hamilton Road Business Association;

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

it being also noted that the Municipal Council approves this application for the following reason:

- throughout a two-year community engagement process, the Hamilton Road Area has been shown to meet the test for community improvement as defined under the Planning Act. Further, the adoption of the Community Improvement Plan and the approval of the requested Official Plan Amendment is consistent with the Provincial Policy Statement and is supported by the policies in both the existing Official Plan and the London Plan. (2018-D09)

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: M. Cassidy

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Moved by: M. Cassidy  
Seconded by: Mayor M. Brown

Motion to close the public participation meeting.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Moved by: A. Hopkins  
Seconded by: Mayor M. Brown

f) that forgivable loans similar to those provided in downtown and Old East Village BE APPROVED IN PRINCIPLE for the Hamilton Road Community Improvement Area, it being noted that the balance of the Community Investment Reserve Fund is sufficient to cover the estimated budget of \$118,000 for 2018 and 2019;

Yeas: (4): A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Nays: (1): S. Turner

Absent (1): T. Park

**Motion Passed (4 to 1)**

3.6 Public Participation Meeting - Not to be heard before 6:00 PM - Planning Application - 504 English Street - Demolition Request and Heritage Alteration Permit Application

Moved by: Mayor M. Brown  
Seconded by: J. Helmer

That, 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 demolish the existing building and to erect a new building on the property located at 504 English Street, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated March 19, 2018 as Appendix D, subject to the following terms and conditions:

a) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit;

b) the property owner demonstrate, to the satisfaction of the Heritage Planner, that sufficient quantity and quality of brick may be salvaged from the existing building for reuse to clad the proposed building as shown in Appendix D;

c) the property owner be requested to salvage any elements of the existing building that may be suitable for reuse;

d) the property owner be encouraged to use colours from the Old East Heritage Conservation District palette; and,

e) Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the attached public participation meeting record made an oral submission regarding these matters. (2018-R01)

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: M. Cassidy

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (4): S. Turner, A. Hopkins, M. Cassidy, and J. Helmer

Absent (2): T. Park, and Mayor M. Brown

**Motion Passed (4 to 0)**

Moved by: A. Hopkins

Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

3.7 Public Participation Meeting - Not to be heard before 6:00 PM - Planning Application - 491 English Street - Demolition Request and Heritage Alteration Permit Application

Moved by: J. Helmer

Seconded by: M. Cassidy

That, 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 demolish the existing building and to erect a new building on the property located at 491 English Street, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated March 19, 2018 as Appendix D, subject to the following terms and conditions:

a) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit;

b) the property owner be encouraged to use colours from the Old East Heritage Conservation District palette; and,

c) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2018-R01)

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Moved by: Mayor M. Brown

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

#### **4. Items for Direction**

4.1 3rd Report of the Environmental and Ecological Planning Advisory Committee

Moved by: J. Helmer

Seconded by: M. Cassidy

That the following actions be taken with respect to the 3rd Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on February 15, 2018:

a) a Working Group consisting of S. Levin, B. Krichker, S. Sivakumar and C. Therrien BE ESTABLISHED to review the Environmental Impact Statement for the Rapid Transit Project;

it being noted that the Environmental and Ecological Planning Advisory Committee (EEPAC) received the presentation appended to the 3rd Report of the EEPAC from J. Ramsay, Project Director, Rapid Transit and E. Fitzpatrick, WSP, with respect to this matter;

b) the Issues for Investigation Working Group comments appended to the 3rd Report of the EEPAC BE APPROVED and BE INCORPORATED into the 2018 Environmental and Ecological Planning Advisory Committee's Work Plan;

it being noted that the EEPAC received the presentation appended to the 3rd Report of the EEPAC from C. Therrien, with respect to research objectives and methods for pet interference in Environmentally Significant Areas (ESA), particularly the Medway Valley Heritage Forest ESA;

c) the following matters BE INCORPORATED into the 2018 Environmental and Ecological Planning Advisory Committee Work Plan:

- dogs off leash in Environmentally Significant Areas;
- the possible impacts of manufactured surfaces on trails;
- and,
- the creation of informal trails;

d) the Green Standards for Light Pollution and Bird-Friendly Development brochure appended to the 3rd Report of the EEPAC BE FORWARDED to Corporate Communications for approval; and,

e) clauses 1 to 3, 5 and 6, BE RECEIVED.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

#### 4.2 Planning Application - 499 Sophia Crescent (H-8791)

Moved by: Mayor M. Brown

Seconded by: M. Cassidy

That, on the recommendation of the Senior Planner, Development Planning, based on the application of West Coronation Developments Limited, relating to the property located at 499 Sophia Crescent the following actions be taken:

a) the proposed by-law appended to the staff report dated March 19, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 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 R5/R6/R8 (h\*h-34\*h-100\*R5-4/R6-4/R8-2) Zone TO a

Holding Residential R5/R6/R8 (h-100\*R5-4/R6-4/R8-2) Zone, to remove the h. and h-34 holding provisions;

b) the request to change the zoning of the subject properties located at 499 Sophia Crescent FROM a Holding Residential R5/R6/R8 (h\*h-34\*h-100\*R5-4/R6-4/R8-2) Zone TO Residential R5/R6/R8 (R5-4/R6-4/R8-2) Zone, to remove the h-100 holding provision BE REFERRED back to the Civic Administration for further consideration and to report back at a future Planning and Environment meeting; and,

c) through the preparation of the 2019 Development Charges Background Study staff BE DIRECTED to review opportunities to include a project to complete the road connection for Coronation Drive south of Gainsborough Drive. (2018-D09)

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

Moved by: Mayor M. Brown  
Seconded by: A. Hopkins

That M. Palumbo BE GRANTED delegation status.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

4.3 Old East Village Business Improvement Area (BIA) Request for Boundary Expansion

Moved by: J. Helmer  
Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Planning and City Planner, the Civic Administration BE DIRECTED to take the necessary steps in 2018 to expand the boundary of the Old East Village Business Improvement Area in response to the communication dated December 19, 2016 from Jennifer Pastorius, Manager, Old East Village Business Improvement Area appended to the staff report dated March 19, 2018. (2018-D09)

Yeas: (4): S. Turner, A. Hopkins, M. Cassidy, and J. Helmer

Absent (2): T. Park, and Mayor M. Brown

**Motion Passed (4 to 0)**

## 5. Deferred Matters/Additional Business

### 5.1 PEC Deferred List

Moved by: M. Cassidy  
Seconded by: A. Hopkins

That the Managing Director, Planning and City Planner and the Managing Director, Development and Compliance Services & Chief Building Official BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Yeas: (4): S. Turner, A. Hopkins, M. Cassidy, and J. Helmer

Absent (2): T. Park, and Mayor M. Brown

**Motion Passed (4 to 0)**

### 5.2 (ADDED) Not to be heard before 6:00 PM - D. Dudek, Chair of the London Advisory Committee on Heritage - 4th Report of the London Advisory Committee on Heritage

Moved by: A. Hopkins  
Seconded by: M. Cassidy

That the following actions be taken with respect to the 4th Report of the London Advisory Committee on Heritage from its meeting held on March 14, 2018:

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 67 Euclid Avenue, within the Wortley Village – Old South Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated March 14, 2018, subject to the following terms and conditions being met:

i) the Heritage Planner be circulated the applicant's Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit; and,

ii) the Heritage Alteration Permit be displayed at the subject property, in a location visible from the street, until the work is completed;

it being noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from L. Dent, Heritage Planner and the handout appended to the 4th Report of the London Advisory Committee on Heritage from D. Lansink, were received with respect to this matter;

b) 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 demolish the existing building and to erect a new building on the property located at 504 English Street, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated March 14, 2018, subject to the following terms and conditions being met:

- i) the Heritage Planner be circulated the applicant's Building Permit application drawings to verify compliance with the submitted design, prior to issuance of the Building Permit;
- ii) the property owner demonstrate, to the satisfaction of the Heritage Planner, that sufficient quantity and quality of brick may be salvaged from the existing building for reuse to clad the proposed building as shown in Appendix D;
- iii) the property owner be requested to salvage any elements of the existing building that may be suitable for reuse;
- iv) the property owner be encouraged to use colours from the Old East Heritage Conservation District palette; and,
- v) the Heritage Alteration Permit be displayed at the subject property, in a location visible from the street, until the work is completed;

it being noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, was received with respect to this matter;

c) 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 demolish the existing building and to erect a new building on the property located at 491 English Street, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated March 14, 2018, subject to the following terms and conditions being met:

- i) the Heritage Planner be circulated the applicant's Building Permit application drawings to verify compliance with the submitted design, prior to issuance of the Building Permit;
- ii) the property owner be encouraged to use colours from the Old East Heritage Conservation District palette; and,
- iii) the Heritage Alteration Permit be displayed at the subject property, in a location visible from the street, until the work is completed;

it being noted that the London Advisory Committee on Heritage requests that the City of London not use chain link fence along the north façade of the subject property;

it being further noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner was received with respect to this matter;

d) the Cultural Heritage Evaluation Report for the property located at 3544 Dingman Drive, dated March 2018, from AECOM, BE REFERRED to the Stewardship Sub-Committee to review the Statement of Cultural Heritage Value or Interest and report back to the London Advisory Committee on Heritage (LACH) with respect to this matter;

it being noted that the LACH recommends that the cultural heritage resource at 3544 Dingman Drive be designated and be incorporated into the future expansion of the Dingman Creek Pumping Station;

it being further noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from M. Greguol, AECOM was received;

e) the following actions be taken with respect to the Notice of application dated February 21, 2018, from S. Wise, Planner II, related to the application by Paramount Developments (London) Inc., with respect to the property located at 809 Dundas Street:

i) S. Wise, Planner II, BE ADVISED that the London Advisory Committee on Heritage (LACH) is satisfied with the research contained in the Heritage Impact Statement dated January 2018, prepared by Zelinka Priamo Ltd. for the adjacent property located at 795 Dundas Street; and,

ii) the LACH recommends that the property located at 432 Rectory Street BE ADDED to the Register (Inventory of Heritage Resources) for physical/design and historical/associative reasons;

f) M. Knieriem, Planner II, BE REQUESTED to attend the April meeting of the London Advisory Committee on Heritage to provide clarification with respect to the Notice of application dated March 7, 2018, related to an application by the City of London with respect to City-wide - Low-density residential zones (R1, R2, R3) within the Primary Transit Area;

g) the delegation request from G. Hodder related to the Fugitive Slave Chapel Preservation Project BE APPROVED for the April 2018 meeting of the London Advisory Committee on Heritage;

h) the following actions be taken with respect to the Stewardship Sub-Committee Report from its meeting held on February 28, 2018:

i) further cultural heritage work BE COMPLETED for the revised list of properties appended to the 4th Report of the London Advisory Committee on Heritage, including Cultural Heritage Evaluation Reports (CHER) and/or Heritage Impact Assessments (HIA), with respect to the Draft Cultural Heritage Screening Report – London Bus Rapid Transit System;

ii) the Terms of Reference for HIAs and CHERs BE PREPARED;

iii) the properties requiring further cultural heritage review that are not yet listed on the Register (Inventory of Heritage Resources) BE ADDED to the Register;

iv) further review BE UNDERTAKEN to identify specific properties that may be affected within the Downtown Heritage Conservation District, West Woodfield Heritage Conservation District and Blackfriars/Petersville Heritage Conservation District to identify where property-specific HIAs may be required; and,

v) the remainder of the Stewardship Sub-Committee report BE RECEIVED;

i) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act to alter the porch of the building located at 200 Wharncliffe Road North, within the Blackfriars/Petersville Heritage Conservation District, BE PERMITTED, subject to the following terms and conditions being met:

- i) the Heritage Planner be circulated the applicant's Building Permit application drawings to verify compliance with the submitted design, prior to issuance of the Building Permit;
- ii) all exposed wood be painted;
- iii) square spindles, set between a top and bottom rail, be installed as the guard;
- iv) the top rail of the guard be aligned with the height of the capstone of the cast concrete plinths; and,
- v) the Heritage Alteration Permit be displayed at the subject property, in a location visible from the street, until the work is completed;

it being noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, was received with respect to this matter;

j) the following actions be taken with respect to the London Advisory Committee on Heritage (LACH) Work Plans:

- i) the 2018 Work Plan for the LACH appended to the 4th Report of the LACH BE APPROVED; and,
- ii) the 2017 LACH Work Plan appended to the 4th Report of the LACH BE RECEIVED; and,

k) clauses 1.1, 3.1 and 5.2 BE RECEIVED.

Yeas: (5): S. Turner, A. Hopkins, M. Cassidy, J. Helmer, and Mayor M. Brown

Absent (1): T. Park

**Motion Passed (5 to 0)**

## **6. Adjournment**

The meeting adjourned at 9:34 PM.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.1 PUBLIC PARTICIPATION MEETING – 50 Charterhouse Crescent (Z-8834)

- Matt Campbell, Zelinka Priamo Limited, on behalf of the applicant – expressing support for the staff recommendation; advising that they are excited to see this use occupy the rear building on the property.

## Appendix A

Bill No. (number to be inserted by Clerk's Office)  
(2018)

By-law No. Z.-1-18 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 825 Commissioners Road East.

WHEREAS London Health Science Centre has applied to rezone an area of land located at 825 Commissioners Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 825 Commissioners Road East, as shown on the attached map comprising part of Key Map No. A.112, from a Regional Facility (RF) Zone to a Holding Regional Facility Special Provision (h-( \*)h-(\*\*)\*RF(\_)) Zone.
- 2) Section Number 3.8 of the Holding "h" Zone is amended by adding the following Holding Provision's:

3.8) h-( \*)

*Purpose: To ensure that development occurs in a safe manner, no new structures that would require municipal servicing shall be erected, or the use of the Wellington Pavilion Building be permitted until it is demonstrated to the City Engineer that the on-site water servicing meets current City standards, prior to the removal of the "h-( \*)" symbol.*

3.8) h-(\*\*)

*Purpose: To ensure that adequate provision of municipal water services, the "h-(\*\*)" symbol shall not be deleted until it is demonstrated to the City Engineer that the on-site water servicing meets current City standards, prior to the removal of the "h-(\*\*)" symbol.*

*Permitted Interim Uses: Conservation lands, Conservation works, Cultivation of land for agricultural/horticultural purposes, Greenhouses, Institutional uses, Managed forest, Office of a charitable non-profit organization and associated uses, Offices in association with an institutional use, Outdoor farmers market, Playground, Passive recreational uses which include hiking trails and multi-use pathways, Private Schools, Recreational Buildings, Recreational buildings in association with conservation lands and public parks, Sports fields without structures, Wellness Centre.*

- 3) Section Number 31.4 of the Regional Facility (RF) Zone is amended by adding the following Special Provision:

) RF( ) 825 Commissioners Road East

a) Permitted Uses

- i) Institutional uses
- ii) Recreational Buildings
- iii) Private Schools

- iv) Supervised Residents
  - v) Ancillary residential and/or hostels and accommodations, in association with an Institutional use
  - vi) Conservation lands
  - vii) Conservation works
  - viii) Cultivation of land for agricultural/horticultural purposes
  - ix) Community Centres
  - x) Greenhouses
  - xi) Managed forest
  - xii) Office of a charitable non-profit organization and associated uses
  - xiii) Offices in association with an institutional use
  - xiv) Outdoor farmers market
  - xv) Playground
  - xvi) Passive recreational uses which include hiking trails and multi-use pathways
  - xvii) Recreational buildings in association with conservation lands and public parks
  - xviii) Restaurant in association with an Institutional use
  - xix) Retail Store in association with an Institutional use
  - xx) Sports fields without structures
  - xxi) Wellness Centre in association with an Institutional use
- b) Regulation[s]
- i) Lot Frontage (minimum) 0 metres (0 feet)
  - ii) Height (maximum) 12 metre (39.4 feet)
  - iii) Lot Area (minimum) 5 hectares (12.35 acres)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

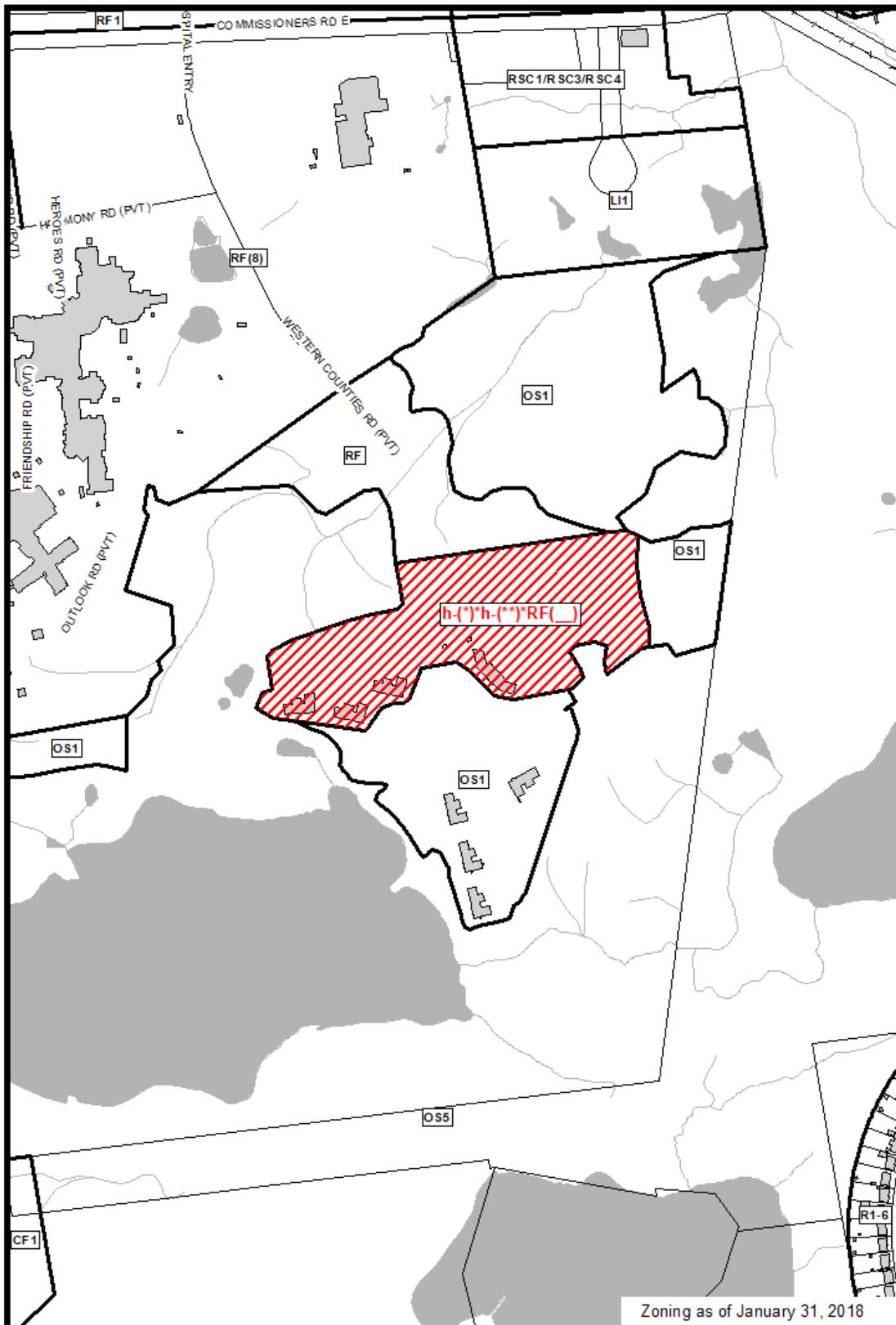
PASSED in Open Council on March 27, 2018.

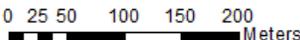
Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-8860                  Planner: MC                  Date Prepared: 2018/03/01                  Technician: MB                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:5,000</p> <p> Meters</p> <p></p>
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Geodatabases

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – 825 Commissioners Road East (Z-8860)

- *Councillor Paul Hubert – relating to the water servicing so to increase that they would have to increase the size of the main and would they have to connect all the way back to Commissioners Road or is there a source closer that they could tap into, like Parkwood or some place around there; Mr. M. Corby, Senior Planner, responding that it does not look like there is anyone here from water; however, he did have a conversation with them so he may not technically be right, but he does believe the main doesn't actually have to be bigger, they have to create more pressure, in a sense this main is actually too big is the problem; the connection would have to be from Wellington Road as it cannot be from Commissioners Road; it has to go up through to the west of the site to get to Wellington Road; Councillor Hubert clarifies that the current mains coming from Commissioners Road; Mr. M. Corby, Senior Planner, responding that that is correct, but the pressure on Wellington Road is higher and it will get the appropriate pressure to the site; Councillor Hubert asking could they add an auxiliary pumping station; Mr. M. Feldberg, Manager, Development Finance, responding that there are two systems out there, there is a low level and a high level for this site; believing that they need a high level so they would have to run a pipe out to Wellington Road to make that connection so it is a pretty lengthy piece, he thinks it is a kilometer or 800 metres or something like that so pretty far in order to get the connection.*
- *Councillor Michael van Holst – thinking staff said that they were not able to make use of the larger building; Mr. M. Corby, Senior Planner, responding that through amendments the recommendation actually restricts them from using the larger building as it is a quite old and it would take a lot of repairs, but in terms of kind of limiting the intensity of uses on the site we have restricted it to just the three cottages; Councillor van Holst advising that he personally thinks that it is a wonderful site and it would be great if we could reuse that; not understanding the argument of it being old because that is something that said to us in heritage places all the time; indicating that he had a chance to go out there and have a sense of what they were proposing and it is really a wonderful idea; news to him, but he sees that Mr. J.M. Fleming, Managing Director, Planning and City Planner, may have a response; Mr. J.M. Fleming, Managing Director, Planning and City Planner, pointing out that Mr. Sheppard is here to speak to the proposal in more detail but he just wants to point out that in response to the technical questions this has been a real collaboration between the applicant and really our engineering group in trying to resolve some very difficult servicing issues and this is something that took some time before we could get to a point where the required health and safety issues would be addressed and at the same time the use could move forward; the Technical question that was just asked leads him to believe that maybe there is a misunderstanding, the intention is to use that building definitely, it is just that the use cannot be accommodated until such time as the services are improved to allow that kind of intensity of use and that is something that is going to be controlled through a holding provision and when the services are improved then that building definitely will be used and the Committee will hear about that from the applicant in a moment.*
- *D. Sheppard, Executive Director, ReForest London, on behalf of the applicant – indicating that it is actually an example of how collaborative this process has been to get us this far and really there is an important part of this project that he would like to acknowledge and that is how many people have cooperated and collaborated to get us even this far; first London Health Sciences Centre deserves a huge amount of credit and recognition for have being such marvelous stewards of the land and the buildings over the years; stating that if they had not been such good stewards there would be no buildings left standing for us to even be talking about right now and they also have been very committed to preserving the culture heritage of the site and have done extensive work to make sure that this transfer is successful; advising that Kirkness Consulting has been engaged on this file and like so many of our other contributors they have gone above and beyond to see this vision move forward and I would like the Planning and Environment Committee, the Municipal Council and the leadership of the Civic Administration to know how incredibly collaborative and helpful city staff have been along the way; pointing out that, as you could imagine, when we first envisioned this project there was a mountain of unknown variables including City requirements and how to fulfill them and he can tell you he worked with staff from Zoning and Development Services and Building and Water Engineering and Heritage and Water Engineering again and, of course, Current Planning and every single one has been generously informative and helpful and I know you hear more complaints than kudos so he wanted to use some of his short time to share his positive experience; relating to the vision itself, they know two important things, environment and sustainability issues become more*

important to our city and to our lifestyles every single day and London has never had an environmental center, it is a long standing gap in our community; advising that ReForest London together with Thames Talbot Land Trust have a vision to create a dynamic environmental center filling all four building with varied forms of programming and opportunities that will help our community become more sustainable by educating on issues and showing how we can change our behaviors to become more sustainable in the long run; stating that an important point about this site and this project that he like the Planning and Environment Committee and the public to know is that this is not going to be a center just for environmental groups we envision a mix of organizations operating on the site each with some form of environmental connection; for example, a children's charity running nature based programming or a mental health organization offering nature based counselling and recovering opportunities; we see a really interesting and dynamic mix of opportunities here; we are also committed to preserving and telling the story of the veterans history of the site, the heritage is very important to us; stating that the site has the potential to be an incredible new amenity in service to our community and to help us become a greener, healthier and more sustainable city we are delighted to be here right at the beginning of our journey.

- D. Crocket, 73695 Shingla Boulevard, Zurich – advising that he is a retired Vice-President of Facilities Management and he has been working on this file since 1999; stating that he really just wants to add to this it has been a wonderful experience to work with the community over the years; seeing David Wake is here and he goes back to the early days when he thinks we were all educated about the very special nature of this property and so he really commends the London Health Sciences Centre now for realizing as it did, that it is a 50 to 100 year master plan that this parcel of land, six hectares, did not fit into the future, but they did want to honor their original commitment to protect the environmental aspects of the land and to preserve the culture heritage so they have been working really for almost three years now to find a partner, which is ReForest London and the Thames Talbot Land Trust and they are really here today to, he thinks, being really close to finalizing the investment of this property back to not for profit in the communities; the hospital is delighted to be here today and we hope you will be supportive of this initiative.

## Appendix A

Bill No. (number to be inserted by Clerk's Office)  
2018

By-law No. C.P.-1284-  
A by-law to amend the Official Plan for  
the City of London, 1989 relating to 1176,  
1200, and 1230 Hyde Park Road.

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

1. Amendment No. (to be inserted by Clerk's Office) to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**AMENDMENT NO.**  
**to the**  
**OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to Section 10.1.3 – “Policies for Specific Areas” to the Official Plan for the City of London to facilitate the development of a mixed-use neighbourhood on the subject lands.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1176, 1200, and 1230 Hyde Park Road in the City of London.

C. BASIS OF THE AMENDMENT

Chapter 10 – “Policies for Specific Areas” of the Official Plan allows Council to consider policies for specific areas where one of four criteria apply. One of these criteria is “the change in land uses is site-specific and is located in an area where Council wishes to maintain the existing land use designation, while allowing for a site specific use” (Section 10.1.1. ii).

The recommended amendment will permit mixed-use development having a low-rise to mid-rise profile. The mixed use development will consist of mixed-use buildings up to 6-storeys in height fronting onto Hyde Park Road that include commercial uses on the ground floor together with residential uses; and townhouses, stacked townhouses, triplexes, fourplexes, and apartment buildings up to 4-storeys in height fronting onto a new public street. The recommended amendment would augment the Auto-Oriented Commercial Corridor and Open Space policies that would otherwise apply to the subject lands, to permit land uses and an intensity of development that more accurately reflects Council’s vision and intent for the subject lands as expressed in The London Plan. The recommended amendment is generally consistent with the range of uses and intensity of development contemplated for the subject lands in The London Plan.

The subject lands located west of the City-owned corridor (that bisects the subject lands) are within the Open Space designation of the Official Plan for the City of London, 1989, and were intended to provide for a stormwater management facility (“SWMF6”) consistent with the recommendations contained within the 2002 Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule ‘B’ Municipal Class Environmental Assessment (“EA”). The recommended amendment would continue to permit SWMF6, as well as, provide the flexibility to consider other land uses and potential development should stormwater management alternatives result from the final recommendations of 2017 addendum to the Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule ‘B’ Municipal Class Environmental Assessment.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – “Policies for Specific Areas” of the Official Plan for the City of London is amended by adding the following:

1176, 1200, 1230 Hyde Park Road

In the Open Space designation townhouses, stacked townhouses, triplexes, fourplexes and apartment buildings up to 3-storeys in height may be permitted. Development shall not be permitted in the Open Space designation unless through a

Zoning By-law Amendment an Environmental Impact Study, Geotechnical Report and Hydrogeological Assessment have demonstrated that the permitted land uses and form of development will not have a negative impact on adjacent natural hazards and natural heritage features and their functions to the satisfaction of the City of London and the UTRCA

In the Auto-Orientated Commercial Corridor designation located no more than 100 metres west of the widened Hyde Park Road right-of-way, mixed-use buildings up to 6-storeys in height which consist of retail and service-oriented commercial use and small-scale office uses on the ground floor together with residential use may be permitted through the Bonus Zoning.

In the Auto-Oriented Commercial Corridor designation located greater than 100 metres west of the widened Hyde Park Road right-of-way, and east of the westerly limit of the new public street, and south of the southerly limit of the new public street, townhouses, stacked townhouses, triplexes, fourplexes and apartment buildings may be permitted up to 4-storeys in height.

In the Auto-Oriented Commercial Corridor designation located west of the westerly limit of the new public street and north of the northerly limit of the new public street, townhouses, stacked townhouses, triplexes, fourplexes and apartment buildings may be permitted up to 3-storeys in height.

Development in all designations shall not be permitted unless through a Zoning By-law Amendment and Plan of Subdivision:

- i) A Noise and Vibration Study has demonstrated that railway corridors will not have an adverse impact on new sensitive land uses, or mitigative measures provided, to the satisfaction of the City of London;
- i) A compatibility study has demonstrated that Ministry of the Environment and Climate Change D-6 Guidelines: Compatibility between Industrial facilities and Sensitive Land Uses can be met, or mitigative measures provided, to the satisfaction of the City of London; and
- ii) A new public street is created west of Hyde Park Road.

A gross maximum density of 75 unit per hectare will be permitted calculated using the total site area.



## Appendix B

Bill No. (number to be inserted by Clerk's Office)  
2018

By-law No. C.P.-\_\_\_\_

A by-law to amend The London Plan for  
the City of London, 2016 relating to 1176,  
1200, 1230 Hyde Park Road.

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

1. Amendment No. (to be inserted by Clerk's Office) to The London Plan for  
the City of London Planning Area – 2016, as contained in the text attached hereto and  
forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of  
the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**AMENDMENT NO.  
to the  
THE LONDON PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is:

1. To change the Place Type of certain lands described herein from Green Space Place Type to Neighbourhoods Place Type on Schedule “A”, Map 1 – Place Type, to The London Plan for the City of London.
2. To add new policies to the Specific Policies for the Neighbourhoods Place Type and to add certain lands described herein to Map 7 – Specific Policy Areas, to The London Plan for the City of London.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands located at 1176, 1200, and 1230 Hyde Park Road in the City of London.

**C. BASIS OF THE AMENDMENT**

The recommended amendment will permit mixed-use development having a low-rise to mid-rise profile. The mixed use development will consist of mixed-use buildings with commercial at grade that may be up to 6-storeys in height fronting onto Hyde Park Road; and townhouses, stacked townhouses, triplexes, fourplexes, and apartment buildings that may be up to 4-storeys in height fronting onto a new public street constructed on the site west of Hyde Park Road.

Notwithstanding the Neighbourhoods Place Type policies to the contrary, stacked townhouses, triplexes, fourplexes and low-rise apartments up to 4-storeys in height will be permitted within the Neighbourhoods Place Type fronting onto a Neighbourhood Street. The above noted uses and building heights are consistent with the types of uses and intensity of development permitted in the Neighbourhoods Place Type where fronting onto a Civic Boulevard. The creation of a new street through the subject site is preferred for the purposes of pedestrian, cycling and vehicular connectivity, but would have the unintentional effect of limiting the range of uses and intensity of development that would otherwise be permitted; thereby, necessitating the need for a special policy to maintain the range of uses and intensity of development.

The Green Space Place Type was intended to provide for a stormwater management facility (“SWMF6”) consistent with the recommendations contained within the 2002 Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule ‘B’ Municipal Class Environmental Assessment (“EA”). The recommended amendment would continue to permit SWMF6, as well as, provide the flexibility to consider other land uses and potential development should stormwater management alternatives result from the final recommendations of 2017 addendum to the Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule ‘B’ Municipal Class Environmental Assessment.

**D. THE AMENDMENT**

The London Plan for the City of London is hereby amended as follows:

*The London Plan* is hereby amended as follows:

1. Map 1 – Place Types, to The London Plan for the City of London Planning Area is amended by changing the Place Type of lands located at 1176 Hyde Park Road in the City of London, as indicated on “Schedule 1” attached hereto from the Green Space Place Type to the Neighbourhoods Place Type.
2. Specific Policies for the Neighbourhoods Place Type of The London Plan for the City of London are amended by adding the following:

1176, 1200 and 1230 Hyde Park Road

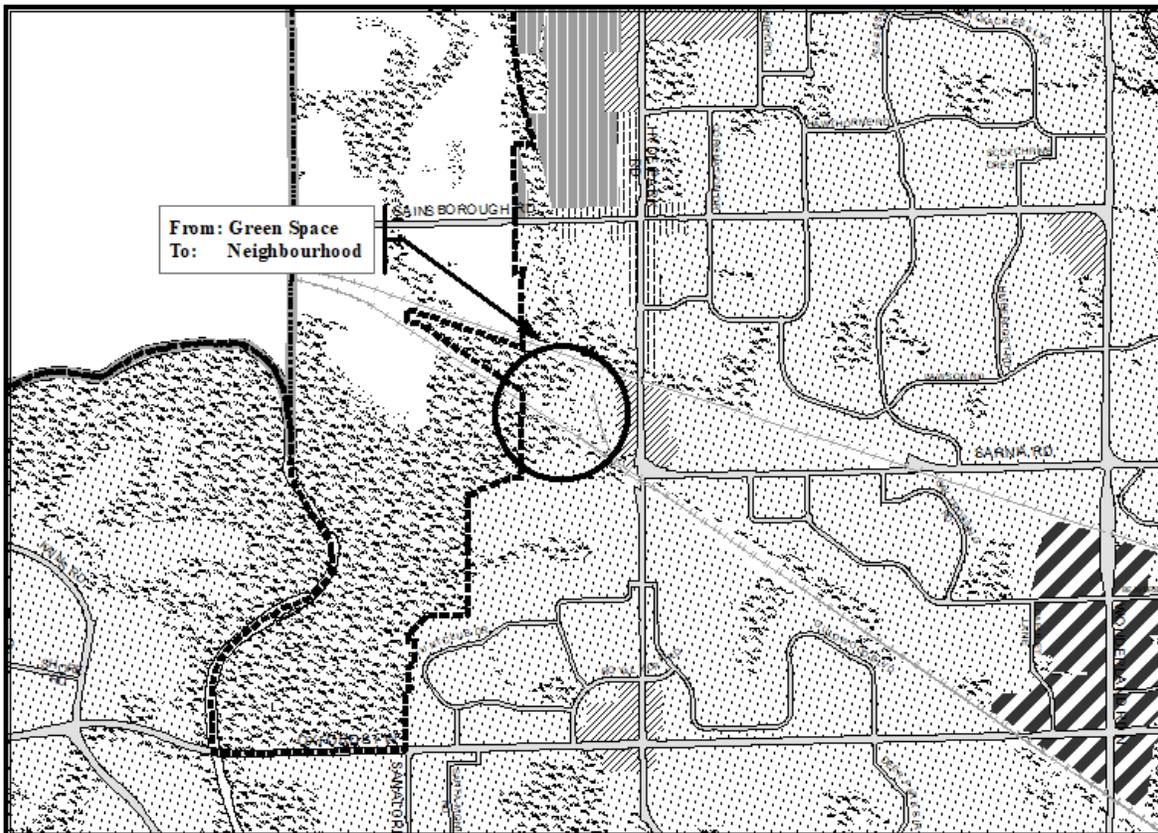
( )\_ In the Neighbourhoods Place Type located greater than 100 metres from the widened Hyde Park Road right-of-way and east of the westerly limit of the new public street and south of the southerly limit of the new public street, stacked townhouses, triplexes, fourplexes and low-rise apartments will be permitted fronting onto a Neighbourhood Street up to 4-storeys in height.

In the Neighbourhoods Place Type located west of the westerly limit of the new public street, and north of the northerly limit of the new public street, townhouses, stacked townhouses, triplexes, fourplexes and low-rise apartments will be permitted fronting onto a Neighbourhood Street up to 3-storeys in height.

Development shall not be permitted in the Neighbourhoods Place Type unless through a Zoning By-law Amendment and/or Plan of Subdivision:

- i) An Environmental Impact Study, Geotechnical Report and Hydrogeological Assessment have demonstrated that the permitted land uses and form of development will not have a negative impact on adjacent natural hazards and natural heritage features and their functions to the satisfaction of the City of London and the UTRCA;
  - ii) A Noise and Vibration Study has demonstrated that railway corridors will not have an adverse impact on new sensitive land uses, or mitigative measures provided, to the satisfaction of the City of London;
  - iii) A compatibility study has demonstrated that Ministry of the Environment and Climate Change D-6 Guidelines: Compatibility between Industrial facilities and Sensitive Land Uses can be met, or mitigative measures provided, to the satisfaction of the City of London; and
  - iv) A new public street is created west of Hyde Park Road.
3. Map 7 – Specific Policy Areas, to The London Plan for the City of London Planning Area is amended by adding a specific policy area for the lands located at 1176, 1200 and 1230 Hyde Park Road in the City of London, as indicated on “Schedule 2”

AMENDMENT NO: \_\_\_\_\_



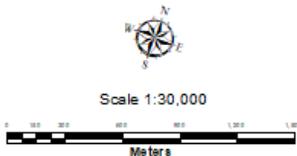
**Legend**

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhood	Green Space	

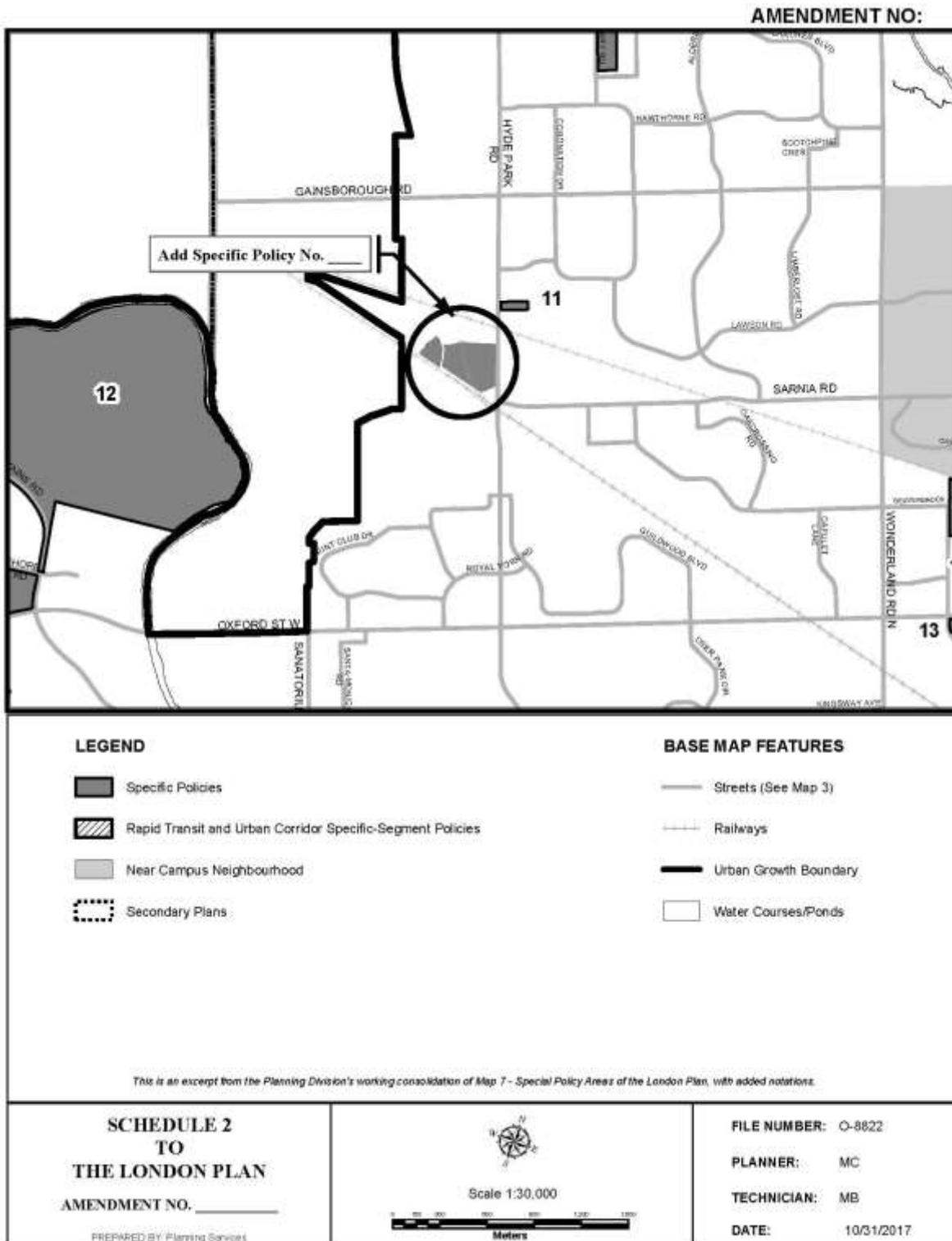
*This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.  
 At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.*

**SCHEDULE 1  
 TO  
 THE LONDON PLAN**  
 AMENDMENT NO. \_\_\_\_\_

PREPARED BY: Planning Services



FILE NUMBER: O-8822  
 PLANNER: MC  
 TECHNICIAN: MB  
 DATE: 3/9/2018



Document Path: E:\Planning\Projects\p\_officialplan\work\consolid\amendments\_LondonPlan\O-8822\O-8822\_AMENDMENT\_Map7\_SpecialPolicyAreas\_b&w\_Bx11.mxd

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – 1176, 1200 and 1230 Hyde Park Road (O-8822)

- J. McGuffin, Monteith, Brown Planning Consultants, on behalf of the owners and the applicant – advising that they have reviewed the staff report and have been in consultation with Ms. M. Campbell, Planner II, to identify some components within it; thinking that is why the Planning and Environment Committee is receiving an addendum tonight; thanking staff for working on that with them.
- Nancy Powell-Quinn, 377 South Carriage Way, on behalf of Moffatt and Powell – advising that she is the President of the operation that is north of the subject lands; indicating that, as you see in the file, there has been a notice from them submitted back in October and an additional notice submitted this morning from the land owners, Navou Investments; advising that the land owners, there is a relation as it is owned by her father and she just wanted to make that clear if there was any question to anyone as far as to why, as Moffatt and Powell, we would be speaking to this development; pointing out that she has spoken to Monteith Brown and they have certainly shared the plans as you see them here before us and we have had some discussions around them; understanding that there are many steps ahead of the whole approval process for that and she does appreciate being part of the process as it is here today; indicating that she would like to understand the difference between the local street compared to what a civic boulevard might have been; pointing out that it is good to see the land uses in London representing the need for more densely dense building and use of land that we have inside of city limits; having said that, safety concerns, in terms of the traffic that will be generated in such an intensely populated and developed area is certainly on our mind and it is something that she hopes staff takes into consideration in the various testing and studies that will be done in the coming months and years.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.4 PUBLIC PARTICIPATION MEETING – Wonderland Road Community Enterprise Corridor

- *Councillor H.L. Usher – expressing concern about 17 Exeter Road; asking for more information; asking about 4141 Wellington Road South; advising that he is not familiar with the specific address, he is familiar with the area.* Mr. M. Tomazincic, Manager, Current Planning, responding that the property located at 17 Exeter Road is the property immediately at the southwest corner of Wonderland Road and Exeter Road; referencing page 214 of the Planning and Environment Committee Agenda, there is an arrow pointing “No Commercial Zoning Available” at the southwest corner of Wonderland Road and Exeter Road; *Councillor H.L. Usher enquires about 51 to 99 Exeter Road, noting that there are two listed there, one is approved and the other is designated, wondering if he can get some information about those.*; Mr. M. Tomazincic, Manager, Current Planning, responding that 99 Exeter Road is what they refer to as the Greenhills site, it is at the southeast corner of Wonderland Road and Exeter Road and there was an Official Plan and Zoning By-law Amendment to allow for some commercial development on that site several years ago; *Councillor H.L. Usher asking about 4141 Wellington Road, requesting more information;* Mr. M. Tomazincic, Manager, Current Planning, responding that this is a site off Wellington Road, it is on the west side of Wellington, just north of Dingman Drive, south of Roxborough Road.
- Nick Dyjach, Planner, Stantec Consulting, on behalf of The AARTS Group – indicating that the lands that he is discussing are west of Wonderland Road and south of Exeter Road; expressing support for the staff recommendation to remove the policy thereby lifting the commercial development threshold; within the South West Area Secondary Plan, the intersection of Exeter Road and Wonderland Road is a focal node and a gateway to the Enterprise Corridor; pointing out that there are also policies in the Secondary Plan that pertain to their clients lands that are specific and guide the direction of a mixed use development including office, higher density residential and lower intensity commercial uses that would support the day to day needs of approximately 2,800 square metres of commercial or 30,000 square feet; advising that their clients site is currently zoned Urban Reserve and therefore any planned commercial uses would already exceed the threshold that has currently been allotted and zoned for; by removing this overall commercial threshold, their clients site will be able to develop in accordance with the Secondary Plan and it would allow for smaller, low intensity uses and would not hinder or directly compete with the Regional Commercial to the north; indicating that if today’s recommendation is approved, it would allow for the appropriate development of their clients land.
- Mimi Ward, President, Ward Land Economists – advising that she is a professional Land Economist and a Member of the Canadian Institute of Planners, a registered professional Planner and for the last thirty years she has specialized in carrying out Market Demand and Impact Studies and she has carried out many of these types of studies on behalf of the cities and towns across Ontario as input to Official Plan policy formulation on Secondary Plans; advising that she has also been qualified by the Ontario Municipal Board, on many occasion, as an expert in retail market analysis in land economics with a background in land use planning; on behalf of York Developments and North American, she has reviewed the staff report dated March 19, 2018 and she has also reviewed the coriolis report with respect to planning and market related issues and, in particular, the market demand and impact analysis; relating to the staff report, the purpose of the coriolis report is set out for her and it says the coriolis report was given direction to the consultants were to evaluate the impact of removing the cap on existing and planned retail and service space in the City of London and to identify strategies to mitigate potential impact; believing the purpose of the study, from what she sees in the staff report is two-fold, test the impact of lifting the cap and what are the strategies to mitigate that impact and that, to her, from a Land Economist, is balancing supply and demand and really that is what land economics is all about; indicating that she has presented her findings in a letter dated March 15, 2018 and quickly reviewing those findings, she has reviewed the coriolis report which had similar findings to other market studies that have addressed this same issue of market demand and impact; there is no need or justification to increase or eliminate the cap in the Enterprise Corridor; indicating that the conclusion of the report on page 2 and 52 says that removing the cap creates excess region serving retail capacity which is not needed over the next thirty years from 2017 to 2047 and that removal of this cap postpones viable development options; advising that they have addressed the second part of that question that was addressed to them by staff and what do you do to mitigate those impacts; the coriolis report has recommended to avoid excess commercial capacity with removal of the cap, they have recommended that five commercial lands be redesignated for non-

commercial uses; stating that obviously there is impact, and there is significant impact, there is much more capacity or supply than demand for many years, thirty years; uncontrolled development in the city then risks impact on all the existing and planned commercial transit nodes, the Enterprise Corridor, South West Area Plan and even the Downtown; pointing out that the staff report of 2014 has set out a lot of detail and background and a lot of extensive work that was put into identifying that cap and the purpose of that cap; indicating that the cap was put in place to preserve the planned function of existing commercial centers and to ensure that there would not be an oversupply of commercial space; however, based on the coriolis report, there is no need or justification and that lifting the cap would create excess supply for thirty years; there are also various inputs that she has noticed from just a market perspective that actually overstate what the demand might be and that is from population and income and spending but she also noticed that there is a lot of existing space, there is already over 7,000,000,000 square feet and there is over 7,000,000 square feet of vacant space in South London today according to the report; that is a significant amount of space and they do not account for that in the supply; pointing out that there is another issue of potential impact where this existing vacant space has not been accounted for; if the cap is removed, the report advises that there would be an additional 1,300,000,000 of permitted space as of right and that is quite significant, that is about the size of White Oaks Mall and Masonville Mall together on the Corridor, in addition to already the 100,000 square metre cap; *(Councillor Turner advising that Ms. Ward is at her five minutes and determining if the Planning and Environment Committee would entertain an extension; noting that the extension was granted.)*; wondering what does this mean, it means that if there is impact, if there is too much space too soon, then the City risks impacting its commercial structure and its planning function of commercial areas and it would also mean that there would be partly developed and partly undeveloped sites and this is not conducive to the Official Plan, it is not consistent with the policies of the Official Plan; there are certain policies in the Official Plan that direct that, if there is to be new space, that it should be shown that there is need for that space and that there will not be any impact on existing commercial facilities and that is in policies 875, 876, 880 and 881; you have to clearly demonstrate need and that extra space will not undermine or detract from the planned function; noting that none of this has been tested; it is also to protect Lambeth Village core from risk of impact as well and that is not consistent with the recommendations; noting that the recommendations are also not consistent with the Provincial Policy Statement which is protecting the Downtown; maintaining and enhancing the viability and vitality of Downtowns'; wondering what have we learned if too much space is permitted to soon, we have learned that there will be impacts on other areas, if you allow too much and the market is not there to handle that space than it has to come out of somewhere and that risks the impact on all the other commercial areas; going back to the purpose of the report was, to test impact and then identify the strategies to mitigate this impact, there is an inconsistency with the proposed Official Plan Amendment because it only addresses one part of that purpose of the report, lifting the cap but it does not address the other side which was take away five commercial sites, Greenhills, AARTS, two others on Wharncliffe Road South and one in the Regional node down by Highway 401; understanding that Greenhills wants to maintain that commercial permission and not have that taken away; the way that the Official Plan Amendment is set up, it does not address that so it just permits extra space in the market and therefore that leads to impact, store closures and job losses which is not in the interests of the City and it is not consistent with planning; recommending that the City protect what it has and not permit additional space beyond the cap and therefore protect the planned function of your existing and planned space in the city.

- Jim Harbell, Stikeman Elliott, North American Development Group and York Developments – indicating that he has a letter on file, along with Ms. Ward's report and a report from MHBC; stating that he has three points this evening that he wants to raise with the Committee as well as a recommendation on how he thinks this matter should be addressed; stating that his first point deals with the intent of the corridor; noting that in his submission on behalf of York Developments throughout the SWAP hearing, he was here for all eight weeks of the OMB hearing, and he acted for York Developments and North American Development Group for several years ahead of that and he has a very good view of what the intent was with respect to the SWAP corridor and it is fundamentally flawed as set out in the staff report before the Committee; indicating that there was never the suggestion that the Enterprise Corridor was going to be a continuous retail strip with residential above it, as you might imagine; stating that the Board specifically understood, and in its decision specifically says that SWAP does not contain the phrase "continuous commercial corridor"; indicating that

what SWAP contains the Board decision, “the permitted amount of commercial space will be spread out over a wider area and consequently there will be room for as of right development for other complimentary uses, thereby resulting in a mix of uses throughout the corridor” meaning that everybody knew that you could not take the jam and spread it out over the full slice of bread, that the jam was going to be interspersed on the bread because the bread was longer than the amount of retail; indicating that where there is no jam, the expectation was that there would be residential, office, institutional, maybe light industrial, but the mixed use part of this was to be interspersed among the landholdings and it was never to be a continuous retail strip; indicating that when you read the staff report they make the fundamental assumption that that is what SWAP was all about but that is not what the Board found and that is not the evidence that was before the Board; stating that when you start with a fundamental flaw like that, you end up with a fairly flawed conclusion, which is what he speaking to this evening and is what Ms. Ward has, in part, gone through; stating that Ms. Renny has four paragraphs of conclusions in her report and has addressed one of them to the Committee this evening and the other three are the points that Ms. Ward was making, which is that this Council and then staff said to the Vancouver-based marketing consultant “have a look at mitigation” and the other three paragraphs of her report relate to mitigation, they relate to basically saying “let’s spread the jam only over the full half of the bread and take it away from the other half”; stating that Ms. Renny is saying, in her other three paragraphs to look at removing the retail permissions off of retail, off of Greenhills, off of Arts, over near the new Ikea/Costco site and a couple of sites on Wharncliffe; indicating that that part of her recommendations is not addressed at all in the staff report; noting that his third point to the Committee is that the way this process is operated, given that the appeals on this are going to go to LPAT, has been unfair; indicating that what he means by that is that appeals go to LPAT and LPAT is the new OMB and the appeals are on the record; stating that everything they want in front of that tribunal they have to make sure is in front of Council, and that is fine, Council should have that information before Council makes a decision; indicating that they had forty-five hours from the time the staff report was released last Wednesday at noon until 9:00 AM on Friday to complete a planning report filed with the Committee, the market report filed with the Committee as well as his letter that was filed with the Committee and if they do not get it in on time they are not allowed to put it forward in the future; stating that the forty-five hours is an unfair process and the City of London, as a municipality need to think about that and he may file more information before Council but the process needs to be considered and that his letter, which is part of the Added Agenda has a series of recommendations which is how they think this matter ought to be addressed, which is to send it back to the planners because the fair process cuts both ways, if they do not give you a full review of the provincial policy statement or of the London Plan, that is not going to be in front of LPAT and they may not be able to reach a decision that supports whatever Council decides to do here; stating that this matter needs to be sent back for a very comprehensive review.

- Anna Lee Ferreira, Ferreira Law, on behalf of Southside Group, for the properties located at 3244, 3263 and 3274 Wonderland Road South and Westbury International, for the property located at 3680 Wonderland Road South – advising that both of her clients have made applications for Official Plan Amendments that would result in increases to the commercial cap and those applications have been appealed to the Ontario Municipal Board due to lack of decision; expressing support for the staff recommendation with respect to the removal of the cap.
- R. Zelinka, Zelinka Priamo Limited, on behalf of Southside Group, for the properties located at 3244, 3263 and 3274 Wonderland Road South and Westbury International, for the property located at 3680 Wonderland Road South – indicating that this recommendation is based on what they considered to be a comprehensive review of the matter of commercial use within this part of the City, the City went beyond its initial market consultant and hired a second market consultant to determine, with certainty, whether the proposed action of removing this cap would be appropriate and would have adverse impacts that Council had identified as being a concern the first time this came to the Planning and Environment Committee and Council; believing that staff reviewed this from an independent standpoint and looking very carefully at the land use planning considerations, the vision for this area, the vision for the Corridor, the vision for London, both as set out in the South West Area Plan (SWAP) and as set out in The London Plan

which, while it is not in force right now, certainly is envisioned that planning staff and Council have been looking towards; indicating that when the cap was established, there was no strategy established at that time for how there would be fair and equitable distribution of the commercial floor area and, more importantly, there was no strategy established to ensure an allocation that was in the interest of good planning and in the community interest; advising that the result of the process was simply an ad-hoc allocation of various lands to landowners that happened to be first in line and some of these approvals basically came before the Ontario Municipal Board even had its opportunity to review the SWAP and even make a decision on the SWAP; this ad-hoc allocation has resulted in some key parcels being left without commercial allocation, parcels that both planning staff and he believes Council, as representatives of the City, would seem to be logical extensions of the existing commercial node and, in fact, the lands at Southside, at the south side of Bradley Avenue and Wonderland Road were in the initial recommendations of staff in the draft SWAP process, they were identified as the key of first priority lands for designation for commercial purposes because they were contiguous, because it would mean greater access and ease of access for the citizens of London because there was an emphasis by Council of nodal development and these lands were left out of the allocation; pointing out that he listened with interest to the submissions by York Developments and York was one of the parties that was able to achieve, in their case, more than half of the allocation to their lands, but even on the York lands, if one looks at where those lands have been developed to this point, they are all at the north end of the York lands which would certainly indicate that that is where commercial interests want to locate, that is where residents of London and consumers want to be, closest to the commercial node that is there existing right now; *(Councillor Turner advising that Mr. Zelinka is at his five minutes and that a previous speaker provided an extension; and an extension was granted.);* advising that Mr. J. Harbell, Stikeman Elliott, in his presentation brought the Planning and Environment Committee's attention to the intent of the Corridor and the Ontario Municipal Board's decision and the wording of the Ontario Municipal Board's decision for the spreading out of this commercial land; unfortunately, the lands of York Developments had already gone through a process and therefore the determination of the appropriateness of the amount of commercial space on their site was not subsequent to the Ontario Municipal Board hearing; noting that it was a matter that was settled between commercial parties at that hearing, between certain commercial parties, at that hearing; emphasizing the main points that planning staff have put forward to the Planning and Environment Committee that, through their consultant, recognition that there are key parcels that because of the commercial cap that is in place right now are not being allocated commercial floor space that should, in the public interest, should be allocated commercial floor space; indicating that there are also market forces in place that have been addressed by the City of London's commercial consultants that will ensure that there is not an oversupply of commercial floor space in this area, the lands will not be built out in advance of need and the need has been identified for this area; indicating that the approach being taken by planning staff is to allow the market, which includes the consumer, the London residents, to determine the appropriate location for commercial floor space; asking the Planning and Environment Committee to support the staff recommendation.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.5 PUBLIC PARTICIPATION MEETING – Hamilton Road Area Community Improvement Plan (O-8866)

- Dannielle Allaire, President, Hamilton Road Community Association – advising that Hamilton Road has been around for a very long time; noting that her house was built before 1907; indicating that there are a lot of older homes, a lot of older businesses and they are falling apart; stating that is a huge problem; indicating that they have the highest percentage of homeowners in the City and they are treated like second class citizens; pointing out that when you are coming in from Toronto, you are heading Downtown, Google takes you right down Hamilton Road and what do you see when you drive down Hamilton Road; wondering how many people have driven down Hamilton Road and had a good look; pointing out that it is depressing, it is falling apart and it needs work; believing that the only way to improve it is to invest some money into it; requesting that the businesses get money as they need the help, they are small businesses, they are not your big chain stores and they need help; indicating that they cannot do it alone; giving them a loan is not going to help them, is not going to get what everyone needs; they need grants, they need forgivable loans; they need the City to invest in us; we need the City to invest in us; expressing that it is sad that the City has let them go this bad, they have a prostitution problem, they have a drug problem and they have buildings that are falling apart and they need help; stating that she just spent \$30,000 on her house and she is not going to get that in return investment; noting that she has been in this neighbourhood for twenty-five years; enquiring who wants to live there because the City has let them down; reiterating that they need help and the only way to get that is by the City investing in them; get the businesses who want to improve their façades, the buildings fixed up, bring more people in, more businesses in; talking to people who live in Byron, and they say that they are not going to go East of Adelaide; indicating that they have wonderful restaurants but do the people from the west end want to come to them, no, they do not because they do not want to be in that neighbourhood; reiterating that they need the City to invest in them and give them some money to fix up the businesses and the neighbourhoods.
- Dave Broostad, Founding Director, Hamilton Road Business Association – advising that when they started many years ago, there was a course that they took at the Police station called Business Police Academy and they talked about the broken window affect or theory; believing the Councillors are all familiar with it; stating that these derelict businesses along Hamilton Road are our broken windows and they need help to give these businesses a push to get the ball rolling; advising that there are 20,000 cars a day passing both directions on Hamilton Road in some places and it is the way that Google maps sends people Downtown, they spent millions of dollars over the last ten years, justifiably so, fixing up Downtown and would it not be nice if, when they turned that west turn, it looked like they were going the right direction; indicating that, if they have the support of City Council and the Planning and Environment Committee, they can do it.
- Marlene Dale, area resident – advising that she has lived in the Hamilton Road area for forty-five years; indicating that when they moved there it was a wonderful area, everyone owned their own home, everyone went to work, they knew what the school hours were and now they do not even know what is happening; every house has been rented and as people got older and sold their homes or passed away, the landlords from Toronto just came in by the throngs and bought up the houses and now they are renting them at an exorbitant amount of money; stating that if you ever went into one of those places above the businesses along Hamilton Road, where she used to deliver Christmas baskets, and she saw one room with a toilet in it, a hot plate, stove and these landlords were charging \$500 a month to these residents; no wonder Hamilton Road has become so desolate; advising that they need new businesses, they need someone from the City to come into their area and take a really good look, they have the schools there, they have the B. Davidson School where students are learning trades, they have the other schools, they have really good churches but half of these areas are not being utilized because there is so much drug abuse, prostitution and there are also mental challenges; believing that if they did not have the neighbourhood resource centre and the Crouch Neighbourhood Resource Center, it would even be a worse situation; stating that they can only do so much as the public and they try to keep their streets clean but as they get older they are so afraid to approach young people; advising that they need more safety, more police protection; noting that the Police run down Hamilton Road all of the time, they do not even know where they are going; indicating that the media is not keeping their area informed of what is actually going on as they hear the fire trucks, police and ambulances going by; asking City Council to please take a good look at Hamilton Road; advising that they used to be a very proud area but now they are almost ashamed some times to say where they live; indicating that they used to have really good shops but everything has moved out of the

area; asking Councillors to come down and take a good look at the buildings that are going to wreck and ruin.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.6 PUBLIC PARTICIPATION MEETING – 504 English Street – Demolition Request and Heritage Alteration Permit Application

- Owner, 504 English Street – expressing support for the staff recommendation.

Bill No. 123  
2018

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

A by-law to confirm the proceedings of the Council Meeting held on the 27<sup>th</sup> day of March, 2018.

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 March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 124  
2018

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

A by-law to raise the amount required for the purposes of the London Downtown Business Association Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*.

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10 (1) (paragraph 7);

AND WHEREAS By-law CP-2, as amended, provides for an improvement area to be known as the London Downtown Business Association Improvement Area and to establish a Board of Management for it known as the London Downtown Business Association Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that Council shall annually raise the amount required for the purposes of the London Downtown Business Association Improvement Area Board of Management;

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2018 fiscal year submitted by the London Downtown Business Association Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2018 fiscal year for the purposes of the London Downtown Business Association Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$1,915,390.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law CP-2, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.
4. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.
5. This by-law comes into force and effect on the day it is passed.

Matt Brown,  
Mayor

Catharine Saunders,  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**London Downtown Business Association  
2018 Proposed Budget  
with 2017 Comparators**

**Revenue Overview**

<b>LDBA Revenue Detail:</b>	<b>2017 Approved Budget</b>	<b>2017 Actuals</b>	<b>2017 Surplus (Deficit)</b>	<b>2018 Proposed Budget</b>	<b>% of Total Rev</b>	<b>Increase / (Decrease) over 2017</b>
Total City of London Levy	1,877,833	1,877,833	-	1,915,390		37,557
Tax Write offs	(20,000)	(89,811)	(69,811)	(90,000)		(70,000)
Allowance for Vacancy Rebates	(90,000)	(38,892)	51,108	(20,000)		70,000
<b>Net City of London Levy</b>	<b>1,767,833</b>	<b>1,749,130</b>	<b>(18,703)</b>	<b>1,805,390</b>		<b>37,557</b>
LDBA Reserve Drawdown	25,000	-	(25,000)	-		(25,000)
Interest Income	1,000	2,068	1,068	1,100		100
<b>Total LDBA Revenue</b>	<b>1,793,833</b>	<b>1,751,198</b>	<b>(42,635)</b>	<b>1,806,490</b>	<b>100.0%</b>	<b>12,657</b>

**Expenditure Overview**

<b>LDBA Expenditure Detail:</b>	<b>2017 Approved Budget</b>	<b>2017 Actuals</b>	<b>2017 Surplus (Deficit)</b>	<b>2018 Proposed Budget</b>	<b>% of Total Exp</b>	<b>Increase / (Decrease) over 2017</b>
<b>ADMINISTRATION</b>						
Wages and Benefits	418,675	417,675	1,000	435,910		17,235
Telephone	14,900	13,328	1,572	15,000		100
Stationery and Supplies	3,500	3,639	(139)	3,500		-
Insurance	6,600	6,611	(11)	6,700		100
Professional Services	3,600	469	3,131	3,600		-
Purchase and Leasing Equipment	18,900	18,263	637	17,000		(1,900)
Training / Conferences	17,700	17,762	(62)	18,000		300
Subscriptions / Memberships	3,000	4,325	(1,325)	3,000		-
Legal & Audit	5,000	3,946	1,054	5,000		-
Cleaning	7,500	6,877	623	7,700		200
Board Development & Expenses	5,000	4,676	324	5,000		-
Office Furniture	11,000	11,306	(306)	7,300		(3,700)
Miscellaneous Expense	5,000	3,531	1,469	3,590		(1,410)
<b>Total Administration</b>	<b>520,375</b>	<b>512,408</b>	<b>7,967</b>	<b>531,300</b>	<b>29.4%</b>	<b>10,925</b>
<b>RENT</b>						
Rent and Hydro	77,000	67,150	9,850	78,000		1,000
<b>Total Rent</b>	<b>77,000</b>	<b>67,150</b>	<b>9,850</b>	<b>78,000</b>	<b>4.3%</b>	<b>1,000</b>
<b>MEMBER SERVICES</b>						
Graffiti Removal	54,000	52,200	1,800	54,000		-
Pigeon Program	8,000	5,985	2,015	-		(8,000)
Annual General Meeting	20,000	23,566	(3,566)	15,000		(5,000)
<b>Total Member Services</b>	<b>82,000</b>	<b>81,751</b>	<b>249</b>	<b>69,000</b>	<b>3.8%</b>	<b>(13,000)</b>
<b>BUSINESS DEVELOPMENT</b>						
Communications & Marketing	357,000	352,817	4,183	350,000		(7,000)
Promo Downtown Dollars	55,000	55,000	-	55,000		-
MainStreet Sponsorship	56,000	56,000	-	355,500		299,500
MainStreet About Face Sponsorship	125,000	61,260	63,740	125,000		-
Planters	39,000	31,715	7,285	39,100		100
Public Art	-	3,330	(3,330)	10,000		10,000
Clean Team	85,000	84,458	542	143,000		58,000
Downtown Issues	344,000	328,905	15,095	-		(344,000)
Volunteer Recognition	5,000	100	4,900	5,000		-
Miscellaneous	4,358	2,528	1,831	5,090		732
<b>Total Business Development</b>	<b>1,070,358</b>	<b>976,113</b>	<b>94,246</b>	<b>1,087,690</b>	<b>60.2%</b>	<b>17,332</b>
HST	44,100	14,944	29,156	40,500		(3,600)
<b>Total LDBA Expenditure</b>	<b>1,793,833</b>	<b>1,652,366</b>	<b>141,468</b>	<b>1,806,490</b>	<b>100.0%</b>	<b>12,657</b>
Net Surplus / (Deficit)	-	<b>98,832</b>	<b>98,832</b>	-		
Draw from / (Contribution to) Operating Fund	-	<b>(98,832)</b>	<b>(98,832)</b>	-		
<b>Net</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		

All figures subject to audit.

All figures subject to rounding.

A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*.

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law CP-1, as amended, provides for an improvement area to be known as the Old East Village Business Improvement Area and to establish a Board of Management for it known as the Old East Village Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that Council shall annually raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management;

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2018 fiscal year submitted by the Old East Village Business Improvement Area Board of Management attached as Schedule "A", which includes a Net City of London Levy in the amount of \$14,781, is approved.
2. The amount to be raised by the Corporation for the 2018 fiscal year for the purposes of The Old East Village Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$15,781.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law CP-1, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.
5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.
6. This by-law comes into force and effect on the day it is passed.

Matt Brown,  
Mayor

Catharine Saunders,  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**Old East Village Business Improvement Area  
2018 Proposed Budget  
with 2017 Comparators**

**Revenue Overview**

OEVBIA Revenue Detail:	2017 Budget	2017 Actuals	2017 Surplus (Deficit)	2018 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2017
City of London Levy	15,781	15,781	-	15,781		-
Less: Allowance for Vacancy Rebates	(1,000)	(1,000)	-	(1,000)		-
<b>Net City of London Levy</b>	<b>14,781</b>	<b>14,781</b>	<b>-</b>	<b>14,781</b>		<b>-</b>
Interest Revenue	-	66	66	66		66
City of London Funding	141,102	141,202	100	141,102		-
Draw from Accumulated Surplus	60,629	-	(60,629)	44,513		(16,116)
Reserve Drawdown	976	4,271	3,295	-		(976)
Miscellaneous	-	2,242	2,242	-		-
<b>Total OEVBIA Revenue</b>	<b>217,488</b>	<b>162,562</b>	<b>(54,926)</b>	<b>200,462</b>	<b>100.0%</b>	<b>(17,026)</b>

**Expenditure Overview**

OEVBIA Expenditure Detail:	2017 Budget	2017 Actuals	2017 Surplus (Deficit)	2018 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2017
<b>ADMINISTRATION</b>						
Telephone	1,950	1,427	523	1,500		(450)
Travel	660	335	325	660		-
Operating Supplies and Costs	800	517	283	800		-
Printing and Communications	710	316	394	710		-
Equipment / Building Allowance for Upgrades, Maintenance and Repairs	5,500	202	5,298	5,500		-
Salary & Benefits	21,544	21,544	-	21,817		273
Financial Audits	1,469	1,300	169	1,469		-
Training, Education and Development	240	-	240	240		-
Misc Administration	6,300	5,293	1,007	6,600		300
<b>Total Administration</b>	<b>39,173</b>	<b>30,934</b>	<b>8,239</b>	<b>39,296</b>	<b>19.6%</b>	<b>123</b>
<b>RENT</b>						
Office Rental	12,661	12,661	-	14,461		1,800
<b>Total Rent</b>	<b>12,661</b>	<b>12,661</b>	<b>-</b>	<b>14,461</b>	<b>7.2%</b>	<b>1,800</b>
<b>BUSINESS DEVELOPMENT / MEMBER SERVICES</b>						
Advertising, Marketing and Promotion	1,600	1,375	225	1,500		(100)
Purchased Services	15,860	1,560	14,300	13,300		(2,560)
Capital Purchase (Holiday Pole Decorations)	-	3,780	(3,780)	-		-
Salary & Benefits	133,994	82,997	50,997	118,605		(15,389)
Special Projects	3,000	420	2,580	3,000		-
Beautification	5,000	1,144	3,856	5,000		-
Community Initiatives	4,200	4,204	(4)	5,300		1,100
<b>Total Business Development / Member Services</b>	<b>163,654</b>	<b>95,480</b>	<b>68,174</b>	<b>146,705</b>	<b>73.2%</b>	<b>(16,949)</b>
HST Expense	-	730	(730)	-		-
Reserve Fund Contribution	2,000	2,000	-	-		(2,000)
<b>Total OEVBIA Expenditures</b>	<b>217,488</b>	<b>141,805</b>	<b>75,683</b>	<b>200,462</b>	<b>100.0%</b>	<b>(17,026)</b>
<b>Net Surplus / (Deficit)</b>	<b>-</b>	<b>20,757</b>	<b>20,757</b>	<b>-</b>		
<b>Draw from/(Contribution to) Operating Fund</b>	<b>-</b>	<b>(20,757)</b>	<b>(20,757)</b>	<b>-</b>		
<b>Net</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		

Consistent with prior years, the BIA levy budget specifically relates to the Old East Village BIA Levy District, which encompasses Adelaide Street to Elizabeth Street.

All figures subject to audit.

All figures subject to rounding.

A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*.

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law A.-6873-292, as amended, provides for an improvement area to be known as the Argyle Business Improvement Area and to establish a Board of Management for it known as the Argyle Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that Council shall annually raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management;

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2018 fiscal year submitted by the Argyle Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2018 fiscal year for the purposes of The Argyle Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$186,720.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law A.-6873-292, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.
5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.
6. This by-law comes into force and effect on the day it is passed.

Matt Brown,  
Mayor

Catharine Saunders,  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**Argyle Business Improvement Area  
2018 Proposed Budget  
with 2017 Comparators**

**Revenue Overview**

Argyle Revenue Detail:	2017 Approved Budget	2017 Actuals	2017 Surplus (Deficit)	2018 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2017
City of London Levy	144,496	144,496	-	186,720		42,224
Interest Revenue	100	121	21	100		-
Draw from Accumulated Surplus	22,132	22,132	-	19,100		(3,032)
Government Student Funding	-	9,993	9,993	-		-
Miscellaneous	4,000	3,250	(750)	4,000		-
<b>Total Argyle Revenue</b>	<b>170,728</b>	<b>179,992</b>	<b>9,264</b>	<b>209,920</b>	<b>100.0%</b>	<b>39,192</b>

**Expenditure Overview**

Argyle Expenditure Detail:	2017 Approved Budget	2017 Actuals	2017 Surplus (Deficit)	2018 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2017
<b>ADMINISTRATION</b>						
Salaries and Wages	60,000	56,625	3,375	70,000		10,000
Student Wages and Benefits	-	9,993	(9,993)	-		-
EI and CPP	4,000	4,445	(445)	4,000		-
Bookkeeping, Audit and Professional Fees	8,330	8,798	(468)	8,000		(330)
Utilities	1,600	1,691	(91)	1,700		100
Telephone and Fax and Internet	1,600	1,696	(96)	1,700		100
Insurance	2,000	1,541	459	2,000		-
Repairs and Maintenance	1,500	1,736	(236)	1,500		-
Furniture	-	-	-	8,000		8,000
Travel and Transportation	500	-	500	500		-
Bank Charges	120	-	120	120		-
Memberships - Provincial BIA	400	355	45	400		-
Office Supplies	4,500	6,597	(2,097)	5,500		1,000
Postage and Courier	500	-	500	500		-
Signage/Banner Brackets	1,000	1,119	(119)	1,000		-
Professional Development (Conference)	4,000	1,420	2,580	4,000		-
Website Maintenance and Domain	500	213	287	1,000		500
<b>Total Administration</b>	<b>90,550</b>	<b>96,229</b>	<b>(5,679)</b>	<b>109,920</b>	<b>52.4%</b>	<b>19,370</b>
<b>RENT</b>						
Office Rent	9,855	9,600	255	17,500		7,645
<b>Total Rent</b>	<b>9,855</b>	<b>9,600</b>	<b>255</b>	<b>17,500</b>	<b>8.3%</b>	<b>7,645</b>
<b>MEMBER SERVICES</b>						
Special Events	10,323	375	9,948	15,000		4,677
Quarterly Newsletter	-	-	-	500		500
<b>Total Member Services</b>	<b>10,323</b>	<b>375</b>	<b>9,948</b>	<b>15,500</b>	<b>7.4%</b>	<b>5,177</b>
<b>BUSINESS DEVELOPMENT</b>						
Marketing and Consulting	10,000	8,239	1,761	10,000		-
Other Program Initiatives	20,000	14,219	5,781	30,000		10,000
Planters/Hanging Basket Program	10,000	10,757	(757)	15,000		5,000
<b>Total Business Development</b>	<b>40,000</b>	<b>33,215</b>	<b>6,785</b>	<b>55,000</b>	<b>26.2%</b>	<b>15,000</b>
HST	10,000	1,249	8,751	2,000		(8,000)
Tax Write Offs	10,000	11,994	(1,994)	10,000		-
Allowance for Vacancy Rebates	-	1,330	(1,330)			-
<b>Total Argyle Expenditure</b>	<b>170,728</b>	<b>153,992</b>	<b>16,736</b>	<b>209,920</b>	<b>100.0%</b>	<b>39,192</b>
<b>Net Surplus / (Deficit)</b>	<b>-</b>	<b>26,000</b>	<b>26,000</b>	<b>-</b>		
<b>Draw from/(Contribution to) Operating Fund</b>	<b>-</b>	<b>(26,000)</b>	<b>(26,000)</b>	<b>-</b>		
<b>Net</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		

All figures subject to audit.

All figures subject to rounding.

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

A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2018 in accordance with section 208 of the *Municipal Act, 2001*.

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law CP-1519-490, as amended, provides for an improvement area to be known as the Hyde Park Business Improvement Area and to establish a Board of Management for it known as the Hyde Park Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that Council shall annually raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management;

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2018 fiscal year submitted by the Hyde Park Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2017 fiscal year for the purposes of The Hyde Park Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$306,754.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law CP-1519-490, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.
5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.
6. This by-law comes into force and effect on the day it is passed.

Matt Brown,  
Mayor

Catharine Saunders,  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**Hyde Park Business Improvement Area  
2018 Proposed Budget  
with 2017 Comparators**

**Revenue Overview**

Revenue Detail:	2017 Approved Budget	2017 Actuals	2017 Surplus (Deficit)	2018 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2017
City of London Levy				306,754		306,754
Interest Revenue						-
Draw from Accumulated Surplus						-
Government Student Funding						-
Miscellaneous						-
<b>Total Revenue</b>	-	-	-	<b>306,754</b>	<b>100.0%</b>	<b>306,754</b>

**Expenditure Overview**

Expenditure Detail:	2017 Approved Budget	2017 Actuals	2017 Surplus (Deficit)	2018 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2017
<b>ADMINISTRATION</b>						
Salary, Wages, MERCS				90,318		90,318
Phone, Internet, Office 365				2,186		2,186
Stationary / Supplies				5,000		5,000
Insurance				2,111		2,111
Bookkeeping, Audit, Professional Fees				9,500		9,500
Office Signage				500		500
Office Furniture				5,000		5,000
Bank Charges				250		250
Subscriptions / Memberships				800		800
Training / Conferences				4,000		4,000
Promotional Marketing Materials				3,000		3,000
Miscellaneous Expense				3,000		3,000
City Repayment				8,430		8,430
<b>Total Administration</b>				<b>134,095</b>	<b>43.7%</b>	<b>134,095</b>
<b>RENT</b>						
Office Rent incl tax				23,526		23,526
<b>Total Rent</b>				<b>23,526</b>	<b>7.7%</b>	<b>23,526</b>
<b>MEMBER SERVICES</b>						
AGM including Postage				10,000		10,000
Member365				3,133		3,133
Q Newsletters / Graphic Design / Content Dev				1,500		1,500
<b>Total Member Services</b>				<b>14,633</b>	<b>4.8%</b>	<b>14,633</b>
<b>BUSINESS DEVELOPMENT</b>						
Monthly Business Networking Meetings				4,000		4,000
Special Events				10,000		10,000
Other Program Initiatives				5,000		5,000
Communications & Marketing				6,000		6,000
OutDoor Piano Project				6,000		6,000
Traffic Calming Program				8,500		8,500
CTV Ad Package				27,000		27,000
Website Dev, Hosting & Maintenance				5,000		5,000
Community Beautification Projects				50,000		50,000
Miscellaneous				3,000		3,000
<b>Total Business Development</b>				<b>124,500</b>	<b>40.6%</b>	<b>124,500</b>
Tax Write Offs						-
Allowance for Vacancy Rebates				10,000		10,000
HST						-
<b>Total Hyde Park Expenditure</b>	-	-	-	<b>306,754</b>	<b>100.0%</b>	<b>306,754</b>
<b>Net Surplus / (Deficit)</b>						-
<b>Draw from/(Contribution to) Operating Fund</b>						-
<b>Net</b>	-	-	-			-

All figures subject to audit.

All figures subject to rounding.

Bill No. 128  
2018

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

A By-law to approve the Software as a Service Subscription Agreement with Partho Technologies Inc., for a licence to use MobilINSPECT; and to authorize the Mayor and the City Clerk to execute the Agreement.

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

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

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

1. The Software as a Service Subscription Agreement attached as Schedule "A" to this by-law, between The Corporation of the City of London and Partho Technologies Inc., for Subscription Services for mobilINSPECT, is authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2017  
Second Reading – March 27, 2017  
Third Reading – March 27, 2017

## SCHEDULE "A"

### SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

**THIS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT**, effective as of the date indicated below ("Effective Date"), is by and between **PARTHO TECHNOLOGIES INC.**, a private limited company organized and existing under the laws of Ontario, with its registered office at 1432 Duval Drive, Mississauga, Ontario L5V 2W4 ("Partho") and **THE CORPORATION OF THE CITY OF LONDON** ("Client"), with offices at 300 Dufferin Avenue London Ontario PO BOX 5035 N6A 4L9. Each of Partho and the Client are referred to a "Party" and collectively as the "Parties" throughout this Agreement.

The **Effective Date** of this Agreement is the 1<sup>st</sup> day of April, 2018.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows;

#### 1. DEFINITIONS AND INTERPRETATION

As used in this Agreement, and in addition to any other terms defined in this Agreement, the following terms shall have the following meanings:

**"Acceptance Criteria"** means the completion by the Client of the user acceptance testing ("UAT") with zero severity one defect results and less than three severity two defect result(s) as more particularly described in Schedule C – Support and SLA.

**"Acceptable Use Policy"** and **"AUP"** each mean the acceptable use policy posted on the day the Client's Term commences, as may from time to time be updated or amended by Partho. The AUP may be contained within the EULA.

**"Agreement"** means this *Software as a Service Subscription Agreement and any amendments or additions made in writing and executed by both parties* from time to time, and including any Schedules, exhibits and attachments.

**"AMANDA"** means the third-party software application necessarily and separately to be first acquired by the Client, the features and functions of which are to be utilized by it to access the Application. The AMANDA system is a popular third party software system in use by municipalities for managing business process workflow on inspections and e-permits and other such functions. In the context of mobiINSPECT, it refers to the business functionality within the Amanda system that municipalities use for recording business inspection results and the web services Application Programming Interface (API) that Amanda exposes for integration of external systems with such functionality.

**"Authorized User"** means an employee of the Client who is authorized to access the Subscription Services as either a named or concurrent user via the Client's account and to use a Client approved password subject to the terms of this Agreement.

**"Business Days"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Ontario.

**"Client Data"** means the Data or content inputted into the Software or generated by the Client or any of its employees or Authorized Users through the Software.

**"Cloud Servers"** means Partho's cloud infrastructure set up to host the Application and Client Data.

**"Data"** means any original digital data (i.e. that is transmitted electronically), or metadata that is captured by the Software as well as related documentation under the terms and conditions of this Agreement.

**“Deliverables”** means all Work Product that Partho is required under any Schedule to deliver to the Client as part of the Services.

**“Documentation”** means the documentation provided electronically by Partho for use with the Services, as periodically updated.

**“Expiration Date”** or **“Term Expiration Date”** means 12 o’clock midnight of the last day of the Term as specified under *Term Expiration* of Schedule B – Subscription Services.

**“Fees”** means the fees payable by the Client to Partho pursuant to this Agreement.

**“Functional Specifications”** means the specifications prepared by Partho with the cooperation of the Client which will conform in content, but not necessarily rigid structure, to the requirements specified in Schedule “A” – Software Specifications which, when completed, will fully describe the required Application at a business rather than a technical level.

**“Initial Term Start Date”** has the meaning given to it under Schedule B – Subscription Services.

**“Intellectual Property Rights”** or **“IPR”** means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature howsoever designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

**“Payment Dates”** means the date on which the Fees as specified in Schedule B – Subscription Services are owing, and includes the dates on which such other amounts, as determined through the provision by Partho to Client of any deliverable under and as set forth in a Work Order Form or otherwise agreed to by the parties and accepted in writing.

**“Professional Services”** means the professional services to be provided by Partho as outlined in a Statement of Work, which may be requested pursuant to a submitted Work Order Form. Professional Services shall include, but are not limited to, the development of Enhancements (defined below).

**“Schedules”** means a schedule, which is attached to this Agreement, or which may be added hereafter by written agreement of the Parties, including but not limited to Statements of Work.

**“Services”** means the services to be provided by Partho to the Client as described in this Agreement including any Schedule and any additional services authorized by the Client that Partho agrees to perform or is required to perform hereunder. The Services shall include, but are not limited to, the Subscription Services and Professional Services.

**“Service Level Agreement** or **“SLA”**, in the form set out in Schedule C – Support and SLA *specifies* the quality, availability, and responsibilities of Partho in providing the Subscription Services and as agreed between Partho and the Client.

**“Software”** the *mobiINSPECT* product and service, a description and associated functionality of which is set out in Schedule A – Software Specifications.

**“Statement of Work”** means a statement of work (SOW) or other document which is attached to this Agreement, or which may be added hereafter by written agreement of the Parties that describes the Services to be provided by Partho to the Client.

**“Subscription Fee”** means the annual amounts, payable by Client to Partho for the Subscription Services, as set out in Schedule B – Subscription Services.

**“Subscription Services”** means license of the Software by Partho to the Client and Authorized Users.

**“Support Services”** means those Partho-provided services as set out in Schedule C – Support and SLA.

**“Term”** shall have the meaning given to it in Schedule B – Subscription Services.

**Term Expiration Date** shall have the same meaning as **Expiration Date”**.

**“Third Party Components”** refers to any one or more portions of the Software of which the Intellectual Property Rights belong to any one or more individuals or organizations that have provided Partho with the right to sublicense any such portion(s).

**“Work Order Form”** shall mean Partho’s standard form for requesting Professional Services the form of which is attached hereto as Schedule E – Work Order Form.

**“Work Product”** means all configurations and customizations to the Software made, created, designed or developed by Partho for the Client pursuant to a Work Order Form, including but not limited to any custom features, workflow, functionality, skins, banners, colour schemes and graphics. Work Product specifically excludes the Software, any preexisting software, open source software or third party software that may be implemented in the deliverables being created pursuant to such Work Order Form.

## 2. SCHEDULES

The following is a list of Schedules to this Agreement:

**Schedule “A” – Software Specifications Schedule “B” – Subscription Services Schedule “C” – Support and SLA Schedule “D” – Statement of Work Schedule “E” – Work Order Form Schedule “F” – Security Policy**

## 3. SERVICES

- (a) Partho shall perform the Services in accordance with this Agreement and the applicable Schedule(s), and in a timely, diligent and professional manner.
- (b) Subject to Section 11, each Schedule is automatically deemed to include all of the terms and conditions of this Agreement; provided that whenever the provisions of a Schedule expressly conflict with these terms and conditions, the conflicting provisions of the Schedule control and take precedence over the conflicting provisions of these terms and conditions, but only for purposes of the Schedule.
- (c) Where a Schedule contemplates the development of a Deliverable, Client shall have a period to review and accept the completed Deliverables (such period to be specified in the applicable Schedule, or a reasonable period if no period is specified) and Partho shall have a period to remedy any deficiencies identified by Client (such period to be as specified in the applicable Schedule, or a reasonable period if no period is specified). Client shall provide Partho prompt notice of any deficiencies identified by Client. If Client does not give written notice of any deficiencies within such period, it shall be deemed to have accepted the Deliverables.

## 4. TERM AND TERMINATION

- (a) The Term of this Agreement begins on the Initial Term Start date identified in Schedule “B” and shall end on the Term Expiration Date, unless renewed in accordance with Section 4(b).
- (b) The Term may be renewed by the parties in writing for successive Renewal Terms, unless terminated in accordance with this Agreement.

(c) The Fees to be charged during Renewal Terms shall be calculated in accordance with Schedule B – Subscription Services and shall be subject to increase, at minimum, equivalent to the higher of

- i. an equivalent increase in the Cost of Living Index as published by Statistics Canada under the heading "all items" for the City of Toronto, or
- ii. Partho's then current published rates.

(d) *Termination*

- i. Either party may terminate this Agreement if the other party materially breaches this Agreement, including any failure to make payments when due, and such other party fails to cure such breach in all material respects within thirty (30) days after being given notice of the breach from the non-breaching party.
- ii. Either party may terminate this Agreement, upon written notice to the other Party, if such other party is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the other party's consent, if the other party assigns its property to its creditors or performs any other act of bankruptcy, or if the other party becomes insolvent and cannot pay its debts when they are due.

(e) *Early Termination.* If this Agreement is terminated by Partho pursuant to paragraphs 4(d)(i) or (ii), the Client shall pay Partho, as liquidated damages and not as a penalty, an amount equal to the annual fees due multiplied by the number of remaining years in the then current Term.

(f) *Effect of Termination*

- i. Each party shall promptly deliver to the other party, all papers, databases, documents, software programs, and other tangible items (including copies) containing the other party's Confidential Information in its possession or under its control, or on request, destroy such materials and certify that it has done so;
- ii. upon a request by the Client within thirty (30) days of termination, Partho will within fifteen (15) days of such request, provide to the Client a copy of the Client Data in a format that is readable using commercially available third party software (e.g. .csv or .xlsx);
- iii. upon a request by the Client within thirty (30) days of termination, Partho will delete and cause to be deleted all Client Data from all computer systems owned and controlled by Partho; and
- iv. the licenses granted to the Client under this Agreement shall terminate and the Client and all Authorized Users shall cease using the Software and any licenses granted to Partho in respect of the Client Data and Client's trademarks will terminate.

## **5. LICENSE TO SUBSCRIPTION SERVICES**

(a) Partho hereby grants to Client a non-exclusive, non-transferrable license to access the Subscription Services and use the Software solely to permit the Client and Authorized Users to use the Software for legitimate purposes in accordance with the terms of this Agreement during the Term.

(b) Partho reserves the right to modify the Services at any time and without advance notice. The Client acknowledges that components used in connection with a prior version of the Services may be incompatible with a subsequent version of the Services.

Notwithstanding this paragraph, Partho will not modify the Services to remove the core functionality of the Software as described in Schedule A – Software Specifications and Project Plan.

- (c) Additional upgrades (i.e., modifications, additions or substitutions that result in a substantial change, improvement or addition to the Software), if available, may be offered by Partho for additional Fees. If the Client wishes to request such modifications/changes to the Software, it must do so by submitting a Work Order Form. Partho will evaluate such Work Order Form and outline the agreed upon scope of work and applicable fees in a Statement of Work.
- (d) Partho represents, warrants and covenants that the Software is and shall be hosted on Cloud Servers maintained by a reputable third party host (“Third Party Host”) located in Canada. Partho will be responsible for contracting with the Third Party Host, and for paying all fees and charges of the Third-Party Host. Partho further represents, warrants and covenants that (a) the Software is and shall be hosted on cloud hosting provider that are at least a Tier-2; and (b) the Third Party Host is and shall be certified compliant by an accredited certification body with the ISO/IEC 27018 standard (Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors.
- (e) When each User first attempts to access the Software, such User will be prompted to accept the then current end-user license agreement (“EULA”).
- (f) Partho regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes. The changes may also mean that Client needs to upgrade its equipment in order to make efficient use of the Subscription Services. Partho will provide Client with advance notification in this case.
- (g) Partho recognizes that Client may have legitimate business reasons for not upgrading to a new version of the Subscription Services as soon as the version becomes available. However, Partho will not support old versions indefinitely. When an old version used by Client is at end-of-life, Partho may remove Client's access to that version and upgrade Client to a new version. Client shall bear the sole responsibility and cost of performing any hardware upgrades required to access updated versions of the Software.

## **6. LICENSE RESTRICTIONS**

Except as set forth in this Agreement, any Schedule and to the extent contrary to applicable law: (i) Client may not make or distribute copies of the Software; (ii) Client may not alter, merge, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form; (iii) Client may not rent, lease, host or sublicense the Software (except as is incidental or necessary for the provision of the Software to Users); (iv) Client may not modify the Software or create derivative works based upon the Software; (v) Client may not make the Software available to anyone who is not an Authorized User; (vi) Client and Authorized Users must use the Software and Subscription Services in strict accordance with the EULA as amended from time to time; (vii) Client may not use the Subscription Services to build a competitive solution or assist someone else to build a competitive solution; (viii) use the Subscription Services in a way that violates any applicable law; (ix) Client may not use the Subscription Services to load test the Subscription Services in order to test scalability; or (x) Client may not exceed the payload or other usage limits identified in any Schedule.

## **7. CLIENT RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

- (a) Client agrees to cooperate with any reasonable investigation by Partho regarding an actual or potential violation of the EULA as updated from time to time. Such investigation may include review of Client’s internal digital security protection strategy, its EULA and associated end user compliance and acceptance terms.

(b) Client Duties and Responsibilities:

- i. Client will make available in a timely manner for Partho at no charge to Partho, all technical data, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Partho as set forth in the applicable document for the performance of the Services. Client will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Client programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Client. Client will provide, at no charge to Partho, reasonable office space and equipment at Client's facilities (such as copiers, fax machines and modems) as Partho reasonably requires in performing the Services.
- ii. Since the Software utilizes the web services API of the AMANDA system as well as relies on known configuration of AMANDA system, the Client acknowledges that any changes/updates to the web services API or AMANDA version and/or configuration updates may have a bearing on the proper functioning of the Software. Client must discuss any updates to configuration and version upgrades with Partho prior to making such updates.
- iii. The Client is responsible for all Authorized Users' use of the Service and compliance with this Agreement. The Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all the Client Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Partho promptly of any such unauthorized access or use.

**8. PARTHO RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

(a) Partho shall:

- a. make the Service available in accordance with the Documentation and the SLA to the Client during the Term pursuant to this Agreement;
- b. not use the Client Data except to provide the Service, or to prevent or address service or technical problems, or to ascertain trends through analytics in accordance with this Agreement and the Documentation, or in accordance with the Client's instructions; and
- c. not disclose the Client Data to anyone except in accordance with this Agreement.

(b) Partho represents and warrants that:

- a. it is the sole legal and beneficial owner (free from all encumbrances and third party claims) of, or has valid license to use (with right to license), the Software. To the best of Partho's knowledge and belief, neither the Software, nor its use within the scope of the terms of the Agreement, infringes any third party copyright;
- b. it has the authority to enter into this Agreement and it has the power and authority to grant the license to Client hereunder; and
- c. it has no constructive or actual knowledge of a potential legal proceeding being brought against Partho that could materially adversely affect performance of this Agreement; and that Partho's execution and performance of this Agreement is not prohibited by any contract to which Partho is a party (including a sole or exclusive license), or order by any court of competent jurisdiction.

**9. FEES**

- (a) In consideration for Partho's performance of the Services, the Client agrees to pay Partho the Fees more particularly described in Schedule B – Subscription Services. All Fees pursuant to this Agreement shall be in Canadian Funds.
- (b) Subject to the terms of a Schedule, on a monthly basis, Partho shall invoice the Client for Services, and the Client shall pay such invoices within thirty (30) days of receipt (or such other time specified in a Schedule). A finance charge applies on any overdue payment of one and one-half percent (1½%) for each month or portion of a month that the payment is overdue, or the highest interest rate permitted by applicable law, whichever is the lower. Interest shall compound monthly.
- (c) The Fees do not include any taxes, and Client shall pay any sales, use, harmonized sales, value-added or other taxes or import duties due as a result of any amounts paid to Partho. The Client shall bear all of Partho's costs of collection of overdue fees, including reasonable legal fees.

## 10. SUBSCRIPTION SERVICES, SUPPORT AND SLA

- (a) Subject to the terms and conditions contained herein, Partho will provide support, maintenance and training Services in accordance with Schedule C – Support and SLA.
- (b) Partho will not provide any support or maintain:
  - i. Software that has been modified by the Client or any third party, unless the modification has been approved in writing by Partho;
  - ii. a version of the Software that has passed its end-of-life date; or;
  - iii. errors or defects in the Subscription Services caused by any third-party software or hardware, by accidental damage or by other matters beyond Partho's reasonable control.
- (c) In the event that the Subscription Services are unavailable ("Downtime"), Partho shall provide the Client with the credits as required by the SLA (if any).
- (d) In the event that the Client is dissatisfied with the Service, the Client's sole remedies are those listed in the SLA, this Section 10, or termination of this Agreement in accordance with Section 4.
- (e) Notwithstanding the SLA, Partho may, upon reasonable notice, interrupt the Subscription Services between midnight and 6:00 AM, Toronto, Ontario time during Mondays to Fridays and between 9:00 PM and 6:00 AM, Toronto, Ontario time during Saturdays and Sundays, to perform planned maintenance on the Cloud Servers or the Software ("Planned Service Interruption").
- (f) Partho may also interrupt the Services on an exigent basis, as minimally required to repair and/or mitigate the effects of security breaches, virus attacks, denial of service attacks and other intentional interferences by third parties. Partho will exercise reasonable efforts to inform the Client before interrupting the Services to effect the said repairs.

## 11. PROFESSIONAL SERVICES

Professional Services provided by Partho shall be rendered in accordance with and subject to the terms of this Agreement.

### *Enhancements Requested Through Work Order Forms*

The Client may request a modification or change to the Software or the Subscription Services by submitting a Work Order Form as prescribed by this Agreement, in the form attached as Schedule E, as amended from time to time. If such modification or change to the Software or Subscription Services adds additional functionality or features (an "**Enhancement**"), Partho shall advise the Client as to the cost, timeline and additional requirements for developing such Enhancement. The Parties shall then execute a Statement of Work. Unless expressly specified

otherwise in writing by both Parties, the development of the Enhancement will be governed by the terms of this Agreement.

Partho warrants that any Development of Enhancement developed will substantially conform to the specifications outlined in the Statement of Work.

If the terms of a submitted Work Order Form conflict with the Statement of Work, the terms of the Statement of Work will govern. However, if a Statement of Work conflicts with this Agreement, the terms of the Statement of Work shall govern, but only with respect to the conflict.

#### *Statements of Work*

The Parties may agree to additional Professional Services by signing one (1) or more Statements of Work setting forth, among other things, the following: (a) a full description of the Professional Service to be provided; (b) the applicable Fees, payment of expenses and payment schedule; (c) a description of the Deliverables and related acceptance criteria; (d) the materials to be provided by each Party; (e) designated project managers to act as the primary contact for the Client (with sufficient knowledge of the Amanda system); and (f) a timeline, if applicable.

## **12. SECURITY**

Security on the Subscription Services will be provided in accordance with the Security Policy described in the attached as Schedule F – Security Policy. Except as expressly provided in this Agreement, the Client acknowledges that the Client bears sole responsibility for the security of the devices that Services are accessed on. The Client agrees to implement security measures that are commercially reasonable for the Client's use of the Services, including encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates.

## **13. INTELLECTUAL PROPERTY**

- (a) Client acknowledges that, unless stated otherwise in a Schedule, Partho is the sole and exclusive owner, together with all title and associated Intellectual Property Rights in and to the Services, including but not limited to the Software, Subscription Services, any Enhancements or Deliverables.
- (b) All title and Intellectual Property Rights in and to any of the Third-Party Components are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.
- (c) Partho retains all rights, title and interest in and to all software, programming documentation, technical ideas, concepts, know-how, databases, inventions, discoveries, improvements, techniques and all related intellectual property rights, created, conceived and developed by Partho prior to the commencement of this Agreement, including without limitation the Products and Documentation (the "Partho Prior Technology"). All right, title, and interest in and to all derivative works, enhancements, extensions and modifications of or related to the Partho Prior Technology or other products developed in whole or in part by Partho, including without limitation all intellectual property rights therein (the "Developed Technology") shall be the sole property of Partho whether developed by Partho or any other party in performing the Professional Services or otherwise unless the parties have agreed on a Work Order specifying ownership rights. All ideas, know-how, techniques or other intellectual property rights originated, developed or owned by the Client prior to the commencement of this Agreement and ideas, know-how, techniques or other intellectual property, excluding the Developed Technology, developed solely by Client during the term of this Agreement shall be the sole property of Client.
- (d) Partho acknowledges and agrees that as between the Parties, the Client is the sole and exclusive owner of the Client Data and Client trademarks, and that no right or interest in the Client Data and Client trademarks other than the licenses provided herein.

- (e) Client hereby grants to Partho a non-exclusive, royalty-free, non-transferable, limited right to use (during the Term) any Client Data provided to Partho, solely to perform the Services pursuant to this Agreement.

#### **14. DISCLAIMER, LIMITATION OF LIABILITY**

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND ANY DELIVERABLES ARE PROVIDED TO THE CLIENT ON AN “AS IS” BASIS, WITHOUT WARRANTIES FROM PARTHO OF ANY KIND, EITHER EXPRESS OR IMPLIED. PARTHO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS OTHERWISE SPECIFIED IN A SCHEDULE. PARTHO DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- (b) NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, CLIENT DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CLIENT ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SUBSCRIPTION SERVICES, SOFTWARE AND DOCUMENTATION NECESSARY TO ACHIEVE CLIENT'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SUBSCRIPTION SERVICES OR WORK PRODUCT.
- (c) EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND THAT ARISE AS A RESULT OF THIS AGREEMENT OR THE SERVICES PROVIDED SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CLIENT TO PARTHO DURING THE INITIAL TERM. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN PARTHO AND CLIENT AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO PARTHO.
- (d) Partho and the Client agree that the limitations contained in this Section 14 are reasonable in scope and form an integral part of this Agreement.

#### **15. INDEMNIFICATION**

- (a) *Indemnity by Client.* The Client agrees to defend, indemnify and hold Partho, its directors, officers, employees, agents, contractors and affiliates, harmless from any loss, damage or liability, including all reasonable legal costs, that Partho may incur as a result of or in connection with any third party claim relating to or resulting from (a) any breach by the Client of the Client's obligations under this Agreement, including its obligation to comply with all applicable law; or (b) any third party claim that the Client's use of any Client Data or Client Trademarks infringes, misappropriates or otherwise violates the Intellectual Property Rights of any third party.
- (b) *Indemnity by Partho.*
  - i. *Indemnity.* Partho agrees to defend, indemnify and hold the Client, its directors, officers, employees, elected officials, agents, contractors and affiliates, harmless from any loss, damage or liability, including all reasonable legal costs, that the Client may incur as a result of or in connection with any third party claim relating to or resulting from (a) any breach by Partho of Partho's obligations under this Agreement, including its obligation to comply with all applicable law; or (b) any third party claim that the Software, any Deliverable, Service or the use thereof in the

manner contemplated by the applicable Schedules, infringes, misappropriates or otherwise violates the Intellectual Property Rights of any third party.

- ii. *Exceptions.* Partho will have no indemnity obligation to the Client under Section 15(b) in respect of any damages that resulted from (i) a modification of the Software not provided by Partho; (ii) the failure by the Client to promptly install an upgrade or any enhancement made available by Partho at no additional cost that would have eliminated the actual or alleged infringement; (iii) the failure by the Client to use the latest version of the Software or any component of the latest version of the Software where the use of the latest version would eliminate the actual or alleged infringement, provided that such latest version has been made available to the Client at no additional cost; or (iv) the combination by the Client of the Software with other items (including Client customizations) not provided by Partho, but only if the claim would not have arisen from use of the Software alone.
- iii. *Replacement, etc.* Should the use of the Software be enjoined, or if in Partho's opinion the Software may become the subject of a suit or action for infringement, Partho may (i) obtain, at no expense to the Client, the right to continue to use such Software; or (ii) at no expense to the Client, provide the Client promptly with a substitute, modified or replacement Software that is functionally equivalent to such Software and with comparable or better performance and quality characteristics; or (iii) terminate the applicable license(s) and refund to the Client any amounts paid by the Client for use of the applicable Software.

## 16. CONFIDENTIALITY

- (a) *General Rule and Definition.* A party (the "Disclosing Party") may disclose Confidential Information to the other party (the "Receiving Party") in connection with this Agreement. "Confidential Information" means secret or confidential information which is not generally known to the public and may include but is not limited to:
  - i. information, in whatever form communicated by the Disclosing Party to the Receiving Party or anyone acting on the Receiving Party's behalf, whether orally, in writing, electronically, in computer readable form or otherwise, or that is gathered by inspection by, the Receiving Party, whether provided before or after the Effective Date;
  - ii. Computer software, including but not limited to the Software;
  - iii. All plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any confidential information of the Disclosing Party regardless of the identity of the person preparing the same;
  - iv. Client Data;
  - v. Personal Information; and
  - vi. the fact that information has been disclosed or made available to the Receiving Party.
- (b) *Exclusions.* Confidential Information does not include the following information: (a) information that is known to the Receiving Party at the time of disclosure as evidenced by any written documents in the possession of the recipient; (b) information that is available to the general public at the time of disclosure to the Receiving Party or is subsequently made available to the general public, without restrictions as to its use or disclosure, without fault of the Receiving Party; (c) information that is disclosed to the Receiving Party by another person or entity having the right to disclose or publicize it; (d) information that is intentionally distributed without restrictions as to confidentiality by the Disclosing Party. In addition, each party may disclose Confidential Information to the extent that the Receiving Party is compelled, pursuant to Canadian law, to disclose it,

provided that a party being compelled to disclose shall provide the other party with prompt notice (to the extent permitted by law) in order to allow such party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and shall co-operate with such party and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the party being compelled to disclose will only disclose that portion of the Confidential Information it is legally compelled to disclose, only to such person or persons to which such party is legally compelled to disclose, and shall provide notice to each such recipient that such Confidential Information is confidential and subject to non-disclosure on terms and conditions substantially similar to and not materially less protective than those in this Agreement, and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to such terms and conditions. Notwithstanding the foregoing, this Section 16(b) does not apply to any Personal Information.

(c) *Non-Disclosure.* Each party agrees to use the Confidential Information of the other party solely for the purpose of performing its obligations or exercising its rights under this Agreement, and will disclose such Confidential Information only to those of its own representatives who have a need to know the information in connection therewith, and who are under an enforceable legal obligation to keep same confidential and subject to comparable restrictions as apply to the Receiving Party under this Agreement, and shall take appropriate action to ensure their compliance with such obligation. Each party's efforts to maintain the confidentiality of information under this Agreement, including the measures taken, will not be less than those which the party takes to prevent disclosure of its own proprietary information of like significance and in no event less than a reasonable standard of care. With the exception of any disclosure permitted by the foregoing, each party agrees not to sell, license, transfer, publish, disclose, display, make available to others, the Confidential Information of the other party. In the event of a loss of any item containing Confidential Information of the disclosing party, or other instance as a result of which the unauthorized disclosure of Confidential Information is suspected (or ought reasonably to be suspected) to have occurred, the receiving party agrees to promptly notify the disclosing party in writing upon discovery of such loss.

(d) Partho acknowledges that Client is bound by the *Municipal Freedom of Information and Protection of Privacy Act of Ontario* ("MFIPPA"), as amended from time to time, and that this Agreement and any information provided to Client in connection with its performance or otherwise in connection with this Agreement may be subject to disclosure in accordance with MFIPPA. If, pursuant to MFIPPA, a third party requests access to or disclosure of, or if, pursuant to MFIPPA, access or disclosure is required with respect to any of Partho's Confidential Information or this Agreement or any other agreement, instrument, document or communication or other record, or any part thereof, relating to this Agreement, Partho, or the Services, the Client shall make reasonable attempts to provide prompt notice of the same to Partho prior to granting such access or making such disclosure and shall give Partho a reasonable opportunity prior to granting such access or disclosure to discuss the same with Client, challenge such access or disclosure, make redactions (or cause such redactions to be made) or otherwise preserve the confidentiality of its Confidential Information and the contents of any such agreement, instrument, document, communication or other record to the extent permitted under MFIPPA or otherwise by law.

(e) *Equitable Relief.* Each party acknowledges that it would be damaging to the other party if Confidential Information of the Disclosing Party which the Receiving Party has or will come into its possession or knowledge in connection with the Agreement or the performance of the Agreement is used other than is authorized under this Agreement or is disclosed to third parties. It is understood that such damages may be difficult to calculate, that monetary damages alone may not be a sufficient remedy for any breach of the confidentiality obligations contained in this Section 16(d) and that such breach will cause irreparable damage to a party. It is hereby agreed that upon any such breach, or threatened breach, by the other party, the non-breaching party wishing to protect its Confidential Information will be entitled to seek and obtain equitable relief, including

injunctive relief and specific performance, or any other relief as may be granted by any court, without the necessity of proving actual damages or posting of security or a bond.

- (f) *Destruction.* Each party, upon the request of the other party or within thirty (30) days after termination of this Agreement (whichever is earlier), agrees to return and cause its representatives to return, all copies of Confidential Information belonging to or provided by the other party or destroy such copies as directed by that party and certify their destruction.
- (g) *Indemnity.* Each party agrees to indemnify and hold the other party harmless from and against all loss or damage or any kind and nature suffered by the other party as a result of any breach by it or its representatives of its obligations relating to confidentiality contained in this Section 16
- (h) *Privacy and Personal Information.* Each party agrees that it will not, without the prior written consent of the other party, disclose or make available any Personal Information (as that term is defined in the *Personal Information Protection and Electronic Documents Act*) (“Personal Information”) to any other person or entity except for designated employees, agents and contractors of the other party who have a need to access the Personal Information in order to fulfill the terms of this Agreement, and who have been contractually obligated to maintain the privacy of such Personal Information. No employee shall be designated by either party to access the Personal Information disclosed or transferred by the other party unless such employee agrees to hold such Personal Information in confidence and private and limit the use of such Personal Information to the uses permitted hereby pursuant to and in accordance with a written covenant at least as restrictive as the covenant given by each party contained in this Section 16(h).
- (i) *Ibid.* Each party hereto agrees that Personal Information provided to it by the other party hereto shall only be used for such purposes as are specified herein or as otherwise permitted by the Disclosing Party and that the other party shall not sell, transfer or disclose such Personal Information to any other party or use the Personal Information for any other purpose other than the purposes of Partho providing the Services specified in this Agreement. Each other party will follow all rules and regulations of the disclosing party with respect to the use, destruction, retention and security of the Personal Information disclosed by the disclosing party.
- (j) *User Information.* The Client represents and warrants that it has the full right, authority and consent to provide Partho with any Personal Information (collectively, “User Information”) about Users, employees, agents, contractors or any other user of any software included in the Software. The Client further acknowledges that the Client shall be responsible for ensuring the accuracy of the User Information.
- (k) *Publicity.* Neither party will issue any press release or other public statement disclosing the existence of this Agreement or any other information relating to this Agreement, the other Party, or the transactions contemplated hereby, without the prior written consent of the other party. Notwithstanding this provision, during the term of this Agreement, or for such longer period at the parties mutually agree to in writing, Partho shall be permitted to use the Client’s trademarks on its website solely for the purpose of indicating that the Client is a customer of Partho. Partho’s use of the Client’s trademarks must be in accordance with the Client’s brand standards (to be provided by the Client upon request by Partho). Partho shall be responsible for all costs associated with use of the Client’s trademarks in accordance with this section. Client shall be entitled to terminate the permission granted in this section upon thirty (30) days prior written notice.

## 17. INSURANCE

During the term of this Agreement, Partho shall maintain commercially reasonable insurance coverage corresponding to the scope of the services offered hereunder including, but not limited to: (i) workers’ compensation, disability, employment insurance, and any other insurance required by law, covering all of its operations in all locations of Client at which services will be performed

by Partho under this Agreement; (ii) Comprehensive General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00); and (iii) Errors and Omissions Insurance with limits not less than Two Million Dollars (\$2,000,000.00) (iv) Owned Automobile Liability Insurance, if applicable, with limits not less than Two Million Dollars (\$2,000,000.00); and (v) Technology and cyber risk Errors and Omissions Insurance and Network Security, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Prior to execution of this Agreement Partho shall provide Client with a Certificate of Insurance naming Client as additional insured with respect to the liability arising out of the operations of the named insured and shall provide for not less than thirty (30) days prior written notice by registered mail by Partho's insurer to Client.

## 18. GENERAL PROVISIONS

- (a) **Appendices and Counterparts.** All recitals and appendices are hereby incorporated into this Agreement. This Agreement may be executed in any number of counterparts and/or duplicate originals.
- (b) **Lawyers' Fees.** The prevailing party in any suit under this Agreement shall recover all costs, expenses and reasonable lawyers' fees incurred in such action.
- (c) **Controversies.** Before either party commences any action against the other party, it shall give written notice to the other party of its intention to file a claim, and the senior management of the parties then shall meet in good faith to resolve the dispute.
- (d) **Definitions and Section Headings.** Singular terms shall be construed as plural, and vice versa, where the context requires. Section headings are a matter of convenience and shall not be considered part of this Agreement.
- (e) **Entire Agreement.** This Agreement is the complete and exclusive statement of the understandings of the parties, and it supersedes and merges all prior proposals and understandings, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified except in writing, signed by an officer of Partho and a duly authorized representative of Client, and expressly referring to this Agreement.
- (f) **Export Laws.** Neither party will export or re-export directly or indirectly (including via remote access) any part of the Documentation, or Deliverables under any Schedule, or any Confidential Information to any country for which a validated license is required under the export laws without first obtaining a validated license. Each party agrees to comply with all requirements of the Canadian export control laws.
- (g) **Force Majeure.** Neither party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including, without limitation: acts of God or nature; labor disputes; sovereign acts of any federal, provincial or foreign government; or shortage of materials.
- (h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Parties hereto agree to adhere to the jurisdiction of the courts of Ontario. Any dispute resolution process in connection with this Agreement shall take place in Ontario.
- (i) **Independent Contractors; Non-exclusive.** Partho and the Client are independent contractors and will so represent themselves in all regards. Neither party may bind the other in any way. Nothing in this Agreement will be construed to make either party the agent or legal representative of the other or to make the parties partners or joint venturers.
- (j) **Notices.** All notices and other communications between the parties must be in writing and must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (v) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

A notice given in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth Business Day following mailing.

- (k) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. However, should either party reasonably conclude that a provision held to be invalid or unenforceable was a material inducement to its entering into this Agreement, and the loss of that provision has deprived it of the benefit of the bargain reached upon execution of this Agreement, then that party may, upon ten (10) days' prior written notice, terminate this Agreement.
- (l) **Waiver.** The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default, and shall not act to amend or negate the rights of any party.
- (m) **Currency.** Unless otherwise specified, all references to amounts of money in this Agreement refer to Canadian (CAD) currency.
- (n) **Non-Solicitation of Employees.** During the course of this Agreement and for a period of two (2) years thereafter, Client shall not solicit for employment, or other capacity, directly or indirectly, the services of Partho's current employees or consultants. For greater certainty, this provision does not preclude Client from hiring an employee of Partho ("Employee") that has applied for employment with Client during the nonsolicitor period provided that Client has not induced or encouraged the Employee to apply for such employment.
- (o) **Subcontracting.** Partho shall not be permitted to subcontract the whole or any part of this Agreement without the Client's prior written consent.
- (p) **Language.** The parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

*[Remainder of this page left blank intentionally.]*

*[Signature page for Software as a Service Subscription Agreement]*

**IN WITNESS WHEREOF** the parties have executed this Agreement by their authorized officers in that behalf.

**PARTHO TECHNOLOGIES INC.**

Per: \_\_\_\_\_

Name: VINOD VYAS

Position: Director & Senior Partner

I have authority to bind the corporation.

**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

We have authority to bind the corporation.

## SCHEDULE “A” SOFTWARE SPECIFICATIONS

THIS SCHEDULE “A” – SOFTWARE SPECIFICATIONS (“Schedule”) forms part of the Software as a Service Subscription Agreement dated effective \_\_\_\_\_, 20\_\_ between Partho Technologies Inc. (“Partho”) and The Corporation of the City of London (“Client”), as amended from time to time (“Agreement”). Capitalized terms used in this Schedule but not defined in this Schedule are used in the Agreement.

### Functional Specifications

The mobiINSPECT mobile Software is a tool which allows building inspectors to record the findings of their inspections while in the field using their Android or iOS mobile devices. mobiINSPECT mobile application provides useful business functions to the building inspectors through an easy to use and intuitive mobile application running on their smartphone. The feature list available to the inspectors through the mobile application is as listed below under “Functional Flow Specifications”.

The mobile application connects to AMANDA backend system through a secure and robust cloud based mobile backend system. The mobile application is login protected so that only users authorized within the AMANDA system are able to use it. Once authenticated, the inspectors are able to view their building inspection tasks that are created and assigned to them in AMANDA. Inspectors can then carry out the inspection task(s) by taking pictures of the building work. They can also add notes and assign an AMANDA results code to the inspection. When the inspector is ready to submit the completed report back to the AMANDA system, they can simply submit from the field from within the application.

The application handles connectivity issues from the field intelligently to ensure Data is delivered to the back-end AMANDA system. It also allows inspectors to save their report in draft mode if needed to retrieve it back later and submit on completion. Inspectors can also view inspections in the vicinity of where they are so they can carry out additional inspections while in that area to avoid redundant trips back to the same place.

An easy and intuitive user interface and other features such as on-screen annotations make it easy for the building inspector to capture accurate notes and deficiencies and focus on their business function rather than steep learning curves to use the application.

### Functional Flow Specifications

1. The mobiINSPECT mobile application system is a tool which allows building inspectors to record the findings of their inspections in the field using Android or Apple smartphones. \*
2. Using the mobiINSPECT application, the inspector will be able to:
  - (a) Log into mobile application using Amanda credentials
  - (b) View and open inspection tasks assigned to them using the Amanda system
  - (c) Take images and enter notes on each inspection task to create a “report” on that inspection task
  - (d) Annotate images using a stylus or by hand
  - (e) Add caption or description to associate with the image itself
  - (f) Remove unwanted images from the in-progress report
  - (g) Submit the inspection results report (images and notes) from the field to the Amanda back end system
  - (h) Save the report as a draft locally on the device if the inspector needs to work on it later. \*\*
    - (i) Submit the updated draft to the backend system after any desired updates to it.
  - (j) View inspection nearby in a map view so that s/he can take on additional inspections in the vicinity of where they are at that point in time, to achieve logistical efficiencies.

- (k) Receive push notifications.
- (l) Select a submission policy per municipal policy of whether the reports can be submitted over mobile network connections such as 3G/LTE or only on Wi-Fi.
- (m) View and work open inspection tasks assigned in Amanda to other inspectors on their team similar to their own tasks.

3. The mobiINSPECT application will detect if the device does not have connectivity at the time of submission of report by the building inspector and queue it up internally for auto submission when it detects that connectivity is restored. The inspector will be able to view such pending submissions in read only mode.

\*The following are a function of the resources available on the smartphone device and will be determined based on the client's device of choice during the project kick-off:

- 1. the number of images that can be taken per inspection report
- 2. the number of drafts that can be saved
- 3. number of pending submissions allowed

The quality and bandwidth of the Wi-Fi or mobile data connection being used can have a bearing on the queue size of the pending submissions list. It is highly advised that enterprise grade Wi-Fi and data connectivity be used for optimal performance.

\*\*Partho will advise the client on the OS/API levels and minimum compatible smartphone to be used on Android and iOS. Client will need to upgrade the device OS levels to the required OS/API levels.

Partho recommends that the customer standardize on one platform e.g. either Apple or Android phone for their workforce to avoid complications from maintenance of two different platforms. For Android, Partho advises customers to go with the latest available OS version. For Android, at the time of this writing it is Oreo and for Apple it is iOS 11. For Apple the device selected should be the latest available device at the time of contract signing. At the time of this writing it is iPhone 10 running iOS 11. For Android there are different manufacturers, however, Partho recommends Google Pixel XL running Oreo OS version which is a market leading device.

**SCHEDULE “B”  
SUBSCRIPTION SERVICES**

THIS SCHEDULE “B” – SUBSCRIPTION SERVICES (“Schedule”) forms part of the Software as a Service Subscription Agreement dated effective \_\_\_\_\_, 20\_\_\_\_ between Partho Technologies Inc. (“Partho”) and The Corporation of the City of London (“Client”), as amended from time to time (“Agreement”). Capitalized terms used in this Schedule but not defined in this Schedule are used in the Agreement.

**Services**

Partho will configure, test and deliver the Software in accordance with the terms of Schedule D and the Agreement.

**Client Project Team Members**

The project team members assigned by the Client to manage the provision of the Services shall be:

<<Client to specify point person from client’s team who will interface with Partho Development team>>

**Term**

mobiINSPECT is offered as managed service with a term commitment.

The term of the Agreement (“Term”) shall commence on the Initial Term Start Date (identified below) and shall continue for the Initial Term Commitment (identified below) (“Initial Term”), subject to renewal.

Initial Term Commitment – Five (5) years (60 months)

Initial Term Start Date – April 1, 2018

Initial Term Expiration Date – March 30, 2023

**Fees**

The Client shall pay the fees described in the table below:

<u>Fees</u>	<u>Description/Amount</u>
One-Time Initial Setup Fee	\$49,500.00 based on 10 unique devices (“Base Number of Devices”)  <i>Note: Will not be charged again for renewal terms.</i>
One-Time Integration Professional Services Fee	\$40,500.00.  <i>Note: Will not be charged again for renewal terms</i>

Annual Device Fees	<p>Additional devices over the Base Number of Devices will be charged at \$150/year/device</p> <p>Note: Additional Device Fees will also be charged if the Client uses such devices without authorization. It shall be a material breach of the contract if a Client uses more than 3 additional devices over and above the agreed upon number of authorized devices without the consent of Partho.</p> <p>The entire annual Additional Device Fee will be charged for a device if such device uses the Software at any point during the year.</p>
Managed SaaS Annual Fees	<p>Per table “Table Of Managed SaaS Annual Fee” below</p> <p>Note: Partho reserves the right to increase the Managed SaaS Annual Fees for each renewal term. Fee increases will be made in consultation with the Chief Building Official of the Client to cover escalation in operational costs.</p> <p>Operational costs may also <i>decrease</i> as additional cities adopt the Software. This may result in decreased Managed SaaS Annual Fees for Renewal Terms.</p>
Professional Services including Additional Training	<p>Additional Professional Services may be charged at the hourly rate of \$175/hr.</p> <p>While initial training for employees using authorized devices is included, the Client may request additional training for new employees or refresher courses by submitting a Work Order.</p>

<b>TABLE OF MANAGED SaaS ANNUAL FEES</b>	
<b>No of Cities</b>	<b>Operational cost/yr. per Client for up to 10 unique devices</b>
1	\$21,467.00
2	\$15,293.50
3	\$13,235.67
4	\$12,206.75
5	\$11,589.40
6	\$11,177.83
7	\$10,883.86
8	\$10,663.38
9	\$10,491.89
10	\$10,354.70
11	\$10,242.45
12	\$10,193.50
13	\$10,152.08
14	\$10,116.57
15	\$10,085.80
16	\$10,058.88
17	\$10,035.12
18	\$10,014.00
19	\$9,995.11
20	\$9,978.10

#### **4. Client Billing Information**

Billing Department Name: The Corporation of the City of London, Development Compliance Services

Billing Department Address: 300 Dufferin Avenue London Ontario PO BOX 5035 N6A 4L9

Contact Name: George Kotsifas, Managing Director, Development and Compliance Services and Chief Building Official

Contract Phone number: 519-661-CITY (2489) Ext. 5027

Contact email: [gkotsifa@London.ca](mailto:gkotsifa@London.ca)

## **SCHEDULE “C” SUPPORT AND SLA**

**THIS SCHEDULE “C” – SUPPORT AND SLA (“Schedule”)** forms part of the Software as a Service Subscription Agreement dated effective \_\_\_\_\_, 20\_\_\_\_ between Partho Technologies Inc. (“Partho”) and The Corporation of the City of London (“**Client**”), as amended from time to time (“**Agreement**”). Capitalized terms used in this Schedule but not defined in this Schedule are used in the Agreement.

### Maintenance and Paid Support

#### Maintenance Services

During the Term, Partho Technologies will provide maintenance services for mobiINSPECT. The maintenance will include, but is not limited to, patchwork and upgrades for newer versions of supported mobile OS. The maintenance will not include maintenance or upgrades arising out of changes made to (a) unsupported mobile OS or third party systems by the Client; or (b) substantial changes to (or upgrades to newer versions of) the Amanda system.

The Client shall advise Partho of any upcoming changes to their systems. Partho will assess such changes and suggest and provide a quote for the Professional Services needed to support the Client’s system changes.

Regular maintenance services will be provided in off business hours – 5:30 pm to 8:00am EST. Partho Clients will be provided a one week email notice prior to any maintenance service. Partho reserves the right to provide maintenance on shorter notice in the event of critical updates that may impact the working/functioning of mobiINSPECT

#### Paid Software Support

Subject to the Client’s payment of support services, during the Term, Partho shall provide support to the Subscription Services during regular business hours from 8:00 am to 5:00 pm.

Support Services can be initiated through direct access to the Partho AMS (Application Management Support) ticketing system, or by calling in to the helpdesk during regular business hours.

The Partho AMS system provides the Client an easy to use and self-intuitive web based tool to report support issues. The standard of Support Services will be governed by the SLA described herein.

The Partho team will analyze and diagnose the reported issues to establish root cause. Partho will endeavor to fix any issues relating to the Software as described herein. If issues are identified as being caused by the Client systems (e.g. VPN Gate way continuity issues or AMANDA changes/defects), Partho will report such issues to the associated Client team. In order to maintain SLA standards, during diagnosis of reported issues, the Partho support team will require the affected Client team to be regularly responsive to requests.

In the event of nonpayment by the Client by the due date, Partho reserves the right to suspend maintenance and paid support service with an email in accordance with the terms of the Agreement.

#### Limitations on Support

Partho’s obligation to provide support is contingent upon proper use of the Software and full compliance with the Agreement. Moreover, Partho shall be under no obligation to provide maintenance and support should the maintenance and/or support be required due (i) to failure to operate the Software within any recommended system requirements provided with the Software; (ii) any modification or attempted modification of the Software by the Client or any third party; or (iii) the Client’s failure to implement Software changes or upgrades recommended by the Provider.

## **Support Issue Severity Levels, Response Times, Issue Resolution and Escalation**

**Severity 1:** The Production system / application is down, seriously impacted and there is no reasonable workaround currently.

Upon confirmation of receipt, Partho will begin continuous work on the issue, and an appropriate Client resource from the affected Client team must be available at any time to assist with problem determination.

Once the issue is reproducible or once Partho has identified the Software defect, Partho support will provide reasonable effort for workaround or solution within 24 hours.

**Severity 2:** The system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use.

Partho will work during normal business hours, using reasonable effort to determine a workaround or solution within 5 Business Days, once the issue is reproducible.

**Severity 3:** The system or application is moderately affected. The issue is not critical and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.

Partho will work during normal business hours using reasonable effort to determine a workaround or solution within 10 Business Days, once the issue is reproducible.

**Severity 4:** Non-critical issues.

During normal business hours Partho will seek to provide a solution in future releases of the Service.

### **Service Level Agreement (SLA)**

*Uptime.* “Uptime” means the aggregate percentage of hours in a calendar month during which Subscription Services is actually available for use by Client and reasonably operational and usable. “Downtime” is the amount of time during which Subscription Services is unavailable.

Uptime=100%-(Downtime [as defined in the Agreement] divided by the total number of hours in the relevant month, expressed as a percentage). If the Uptime during the month under consideration is less than 92.4%, Provider shall provide credits to the Customer as set out herein (“Credits”).

“Daily Fee” shall mean the annual fees paid by the Client for the Subscription Services divided by three hundred and sixty five (365).

Uptime	Rebate/Credit
92.40% or Greater Uptime	No Credits Provided
92.00% to 92.39% Uptime	Rebate equal to one (1) Daily Fee
91.00% to 91.99% Uptime	Rebate equal to two (2) Daily Fees
90.00% to 90.99% Uptime	Rebate equal to three (3) Daily Fees
89.99% or lower Uptime	Rebate equal to four (4) Daily Fees

*Sole Remedy.* In the event that Client is dissatisfied with the Uptime, Client’s sole remedies are (a) those listed in this Schedule; (b) termination in accordance with the terms of the License; or (c) if the Uptime falls below 92.4% in six (6) consecutive months or any six (6) months in a period of twelve (12) months, the Client may be permitted to terminate this Agreement without paying the early termination fees described in Section 4(e).

*Reporting Downtime.* Client must report any Downtime to Partho through Partho’s help desk. Client must provide the necessary information and co-operation required by Partho to enable Partho to determine the cause of the problems. A support ticket will be opened and Partho will subsequently investigate the reported Downtime.

*Eligibility for Credits.* Credits will only be applied to the account of Client when the Downtime was reported to Partho in accordance with this SLA, or if Partho was otherwise aware of the Downtime. Credits are calculated on a per year basis and are not cumulative. Credits shall be applied to the next annual invoice issued to Client. If there is no further invoice issued to Client, Partho will pay Client the amount equivalent to the Credits.

*Exceptions.* Partho shall not be responsible for any Downtime to the extent that such Downtime is the direct, normal and reasonable result from any of the following:

- (a) Subscription Services being modified or altered in any way by Client or at Client's request;
- (b) Delays or unavailability of the Subscription Services caused by the Client's action or inaction or due to the unavailability of the Amanda system or Client's VPN system;
- (c) Incomplete, inaccurate information provided by Client to Provider;
- (d) Any delay or failure in complying with any of Client's obligations under the Agreement;
- (e) Time taken during Planned Service Interruptions (to a maximum of 2 hours per month), as provided above;
- (f) Regulatory events; or
- (g) Any Force Majeure under the MSA, other than unavailability of communications or electrical service provided by a third party.

## **SCHEDULE "D"** **STATEMENT OF WORK - 001**

### **INSTALLATION AND CUSTOMIZATION OF SOFTWARE**

For the installation and customization of the mobiINSPECT application, Partho Technologies shall:

- 1 Initiate a kick-off meeting with all stakeholders followed by the creation of a project plan that will detail activities to be undertaken by Partho and a schedule from inception to *Go-live* of the application for the Client. **Deliverable:** Project Plan
2. **Fit-Gap analysis:** The Partho team will setup meetings with the Client's Buildings Department business team and the Client's IT team to conduct a fit-gap analysis. The objective of this Fit-Gap Analysis will be to understand any specifics around the building inspections business process of the Client. A pre-requisite for the fit-gap analysis is that the Client should have available the necessary web services to integrate with the backend Amanda system. Client must make available relevant resources and subject matter experts for these meetings. **Deliverable:** Fit-Gap Analysis document
3. **Provisioning of the mobile application and middleware** including development of code, chargeable as Professional Services, to integrate with the backend Amanda system.
4. **Provisioning a VPN based hybrid cloud setup** for connecting to the backend Amanda system
5. **Conduct QA** cycles to test the functioning of the mobile application with the cloud based middleware and Amanda service backend. **Deliverable:** QA Completion Documentation
6. **Conduct UAT** with a subset of the users to ensure the application is working with their devices. Partho Technologies will conduct a UAT (user acceptance testing) in conjunction with Client's staff, to ensure that the provisioned users are able to use the application per specification. The roll out to the staff of the Client will be done once UAT is signed off. The criteria for sign off on UAT would be that there are no severity 1 defects and less than 3 severity 2 defects related to the custom development effort i.e. integration to the **AMANDA**

system. No changes or updates will be entertained on other parts of the Application.

**Deliverable:** UAT Completion Documentation.

7. **User training** on usage of the application. **Deliverable:** User Training documentation.
8. **Conduct Production readiness** and contingency plan along with the Client business and IT team.
9. **Release the enterprise app to the Mobile Application Center** for the respective platform(s) and provision access so provisioned users can download the mobile application.

**SCHEDULE “E”**

**WORK ORDER FORM – mobiINSPECT New Feature/ Enhancements/Professional Services**

<b>New Feature / Enhancement including details on why required?</b>

*New Feature/ Enhancement Identification*

<b>Type:</b> New Feature / Enhancement <b>Request ID:</b> Related Ticket # (where applicable): New Feature / Enhancement <b>Title:</b> <b>Date Submitted:</b> <b>Originator:</b>  <b>Potential Implementation Date:</b>
---

*New Feature/ Enhancement Identification Description*

<b>Summary:</b>
<b>Priority Level:</b> <b>Reason:</b>
<b>Details:</b>
<b>Impact/risk of not making the <i>New Feature/ Enhancement Identification</i></b>

**Impact of late implementation:**

*Analysis (summary of options considered, impacts on product and recommendation) – See Supplementary Analysis Form for more details of content below)*

**Analyzed by:**  
**Analyzed Date:**  
**Option and impact:** *(time, cost, quality, risk):*  
**Option and impact:** *(time, cost, quality, risk):*  
**Option and impact:** *(time, cost, quality, risk):*      **Recommendation:**

*Review (walkthrough)*

**Comments:**  
**Reviewed by Partho:**

*Approval*

**Decision:** <select>      **Approved by:**  
**Name:**  
**Title:**      **Date:**  
**Comments:**

## **SCHEDULE “F” SECURITY POLICY**

Client data security is paramount in the mobiInspect application. As such, mobiInspect has been built with security at all levels to ensure sensitive data and privacy are protected. The mobiInspect application comprises of different layers starting from the client device where the mobile application runs to the cloud layer that hosts the integration adapters and business logic and finally, the data connection between the cloud and Client data center. Once the data reaches the Client’s VPN/client gateway/SSL endpoint, the security of the Client data center takes over. Partho ensures that sensitive data is protected in transit and at rest from mobile application device all the way to the point that it reaches the Client’s endpoint

Partho achieves the above stated objectives through:

1. Building security features at the application, cloud and communication layers
2. Monitoring the cloud traffic for the application to proactively thwart any suspicious activity
3. Building security awareness and practices in its DevOps processes
4. Responding to any potential threats in a timely manner

The following is a list of several security features and practices built into the solution:

1. Partho application architectural guideline is to avoid storing Client data on the client device unless it is necessary for functioning of a functional feature.
2. If sensitive client data is deemed necessary for storage on the client device, it is stored in an encrypted format with industry standard ciphers and algorithms
3. The communication between the client device running the app and the cloud layer is over SSL/TLS using encryption
4. Access to the resources within the integration layer hosted in the cloud, that the client application accesses to communicate with the backend system are protected through an OAuth2.0 layer.
5. Currently, only user access tokens are stored in the operational data store of the mobile application platform in the cloud. No client data from the backend system is stored in the cloud database. This may change in the future as the cloud layer is enhanced for reporting purposes
6. Any sensitive data that will be deemed important to be retained in the cloud database in the future will be encrypted with industry standard ciphers and algorithms
7. The user access tokens have a configurable time limit after which they expire. This is an important security feature to prevent malicious usage through session token theft. Once the user access token expires, the user is prompted to login again on the client device for renewal of the access token
8. The integration layer in the cloud is protected through Application Authentication. This means that the integration layer in the cloud checks each request that it receives from client application to ensure that the request came from a valid application i.e. mobiInspect. This protects the resource from any malicious attempt of access reverse through a reverse engineered application
9. Following best practices the Application binaries are minified and obfuscated to thwart reverse engineering attempts
10. Data sent from the cloud to the backend system with customer’s data center is sent over secure IPSec or SSL VPN tunnel or through SSL encryption over the internet. Further encryption for security at a message level may be applied as/if deemed necessary.

11. The cloud provider used by Partho to host the application integration layer and the client's data has the highest standard of security compliance i.e. ISO 270001, FedRamp, FIPS140-2 and compliance reports for the cloud can be provided on request
12. The cloud architecture uses cloud security best practices to host and run the application integration tier. Integration layer is secured through use of public and private subnets allowing traffic from one to other through whitelisting, security groups and network ACLS. Private subnets house the application integration layer with no direct access from or to the subnet
13. Access to administrative accounts and privileges therein are very tightly controlled and limited to select trusted individuals with long history with the company and thorough background checks
14. Access to all cloud accounts are secured through MFA (multi-factor authentication) for added security.
15. Security is paramount in on-going monitoring of the integration layer. Cloud Watch and cloud trail are used extensively to monitor any failed attempts of illegal access to the integration layer and/or to the cloud accounts
16. As an added security measure the mobile application client is only available for download over SSL through a securely hosted private enterprise application center in the cloud. Application is not hosted or available on public application center
17. The cloud tier of the application provides for administratively disabling access for any device connected to the cloud tier. If a client device is compromised, lost or stolen, the device's access can be turned off by Partho administrator on receiving request from the customer.

Bill No. 129  
2018

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

A by-law to authorize and approve the Ontario Municipal Commuter Cycling (OMCC) Program 2018 Application Declaration and to authorize the Mayor and the City Clerk to execute the Declaration.

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

AND WHEREAS the Province of Ontario has introduced a program to promote commuter cycling in Ontario;

AND WHEREAS the Municipal Council wishes to seek funding through the Ontario Municipal Commuter Cycling (OMCC) Program, which requires the approval and execution of the 2018 Application Declaration;

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

1. The Ontario Municipal Commuter Cycling (OMCC) Program 2018 Application Declaration attached hereto as "Schedule A" is hereby authorized and approved;
2. The Mayor and the City Clerk are hereby authorized to execute the OMCC Program 2018 Application Declaration authorized and approved in section 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**“Schedule A”**

**Ontario Municipal Commuter Cycling (OMCC) Program  
2018 Application Declaration  
Municipalities with a Population of 15,000 or Greater**

The Corporation of the City of London declares that it will participate in the Ontario Municipal Commuter Cycling Program (OMCC) for 2018 and requests funding to support the commuter cycling projects listed in this document.

The Corporation of the City of London declares that all the commuter cycling projects listed in this document and that use OMCC funding meet OMCC program requirements.

The Corporation of the City of London declares that it has a council approved cycling plan available at <http://www.london.ca/residents/Environment/EAs/Pages/London-on-Bikes.aspx> and that all projects submitted in this application for consideration for OMCC funding are supported by this plan.

Dated this \_\_\_\_ day of \_\_\_\_\_.

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MATT BROWN  
MAYOR

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CATHARINE SAUNDERS  
CLERK

Bill No. 130  
2018

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

A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal GHG Challenge Fund Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Environment and Climate Change for the Province of Ontario and The Corporation of the City of London; to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer, or their written designate, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their written designate, to execute any financial reports and all other documents required under the Agreement.

WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS the Province of Ontario (the "Province") and The Corporation of the City of London (the "City") recognize that investment in compressed natural gas fuel switching projects is a key component in Ontario's Climate Change Action Plan;

AND WHEREAS the City has applied to the Province for funding under the Ontario Municipal GHG Challenge Fund Program for a list of projects;

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

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

1. The Transfer Payment Agreement to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change for the Province of Ontario and The Corporation of the City of London, for the provision of funding from the Ontario Municipal GHG Challenge Fund Program, attached hereto as Schedule "1", is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1, above.
3. The Managing Director of Environmental & Engineering Services and City Engineer, or their written designate, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their written designate, are delegated authority to verify and attest to the accuracy of claimed costs and all other documents required by the Province and is the Authorized Representative with signing authority on behalf of the City.

4. The City commits to reviewing its existing Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan to ensure they meet each of the definitions in Schedule B of the Transfer Payment Agreement within two years of signing the Agreement.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading - March 27, 2018  
Third Reading - March 27, 2018

## Schedule 1

### ONTARIO TRANSFER PAYMENT AGREEMENT

#### Municipal GHG Challenge Fund - Phase 1 - Fuel Switching Project - Diesel to CNG Transition

**THE AGREEMENT** is effective as of March 29, 2018.

#### **B E T W E E N:**

Her Majesty the Queen in right of Ontario as represented by  
the Minister of the Environment and Climate Change

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

#### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

##### **1.1** This Agreement, including:

Schedule “A” - General Terms and Conditions

Schedule “B” - Project Specific Information and Additional Provisions

Schedule “C” - Project Description

Schedule “D” - Budget

Schedule “E” - Payment Plan

Schedule “F” - Reporting, and

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### **2.0 COUNTERPARTS AND TRANSMISSION**

**2.1** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**2.2** The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

#### **3.0 AMENDING THE AGREEMENT**

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

#### **4.0 ACKNOWLEDGEMENT**

**4.1** The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario,

including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of the Environment and Climate  
Change**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Alex Wood  
Title: Assistant Deputy Minister

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Matt Brown  
Title: Mayor

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Catharine Saunders  
Title: City Clerk

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions referred to in section A9.1 and as specified in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A15.1.

**"Expiry Date"** means the date on which the Agreement will expire and is the date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule "B".

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time in accordance with section A15.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**A2.4 Supporting Documentation.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A13.0, Article A14.0, or Article A15.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A14.1.

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

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, any ministry, agency, or

organization of the Government of Ontario.

**A4.4 No Changes.** The Recipient will not make any changes to the Project or the Budget without the prior written consent of the Province.

**A4.5 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

**A4.7 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.8 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

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

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

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

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

**A6.2 Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

- (a) disclose to the Province, without delay, any situation that a reasonable

- person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTING, ACCOUNTING, AND REVIEW**

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

- (a) submit to the Province at the address referred to in section A19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

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

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

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

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

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

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

### **A7.6 Auditor General.** For greater certainty, the Province’s rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

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

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 FURTHER CONDITIONS**

**A9.1 Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

## **A10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

**A10.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **A11.0 INDEMNITY**

**A11.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A11.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A11.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## **A12.0 INSURANCE**

**A12.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

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

**A12.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A12.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A13.0 TERMINATION ON NOTICE**

**A13.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A13.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A13.2(b); and
  - (ii) subject to section A4.8, provide Funds to the Recipient to cover such costs.

## **A14.0 TERMINATION WHERE NO APPROPRIATION**

**A14.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b).

**A14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A15.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A15.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A15.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;

- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A15.3 Opportunity to Remedy.** If, in accordance with section A15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A15.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A15.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## **A16.0 FUNDS AT THE END OF A FUNDING YEAR**

**A16.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A17.0 FUNDS UPON EXPIRY**

**A17.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **A18.0 REPAYMENT**

**A18.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A18.2 Debt Due.** If, pursuant to the Agreement:

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

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

**A18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A18.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section A19.1.

**A18.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A19.0 NOTICE**

**A19.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A19.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A19.3 Postal Disruption.** Despite section A19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

**A20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A20.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will

comply with such terms and conditions.

## **A21.0 SEVERABILITY OF PROVISIONS**

**A21.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A22.0 WAIVER**

**A22.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A23.0 INDEPENDENT PARTIES**

**A23.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A24.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A24.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A25.0 GOVERNING LAW**

**A25.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A26.0 FURTHER ASSURANCES**

**A26.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A27.0 JOINT AND SEVERAL LIABILITY**

**A27.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A28.0 RIGHTS AND REMEDIES CUMULATIVE**

**A28.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A29.1 Other Agreements.** If the Recipient:

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

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

## **A30.0 SURVIVAL**

**A30.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.6, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A11.0, sections A13.2, sections A14.2, A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17.0, Article A18.0, Article A19.0, Article A21.0, section A24.2, Article A25.0, Article A27.0, Article A28.0, Article A29.0 and Article A30.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

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

<b>Maximum Funds</b>	\$703,479.60
<b>Expiry Date</b>	90 days after the final report due date in Schedule “F”
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	Name: Ministry of the Environment and Climate Change Attention: Municipal Challenge Fund Coordinator Email: ChallengeFund@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	Name: City of London Address: 300 Dufferin Avenue, London, ON, N6A 4L9 Attention: Ms. Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer Email: kscherr@london.ca Telephone: (519) 661-2489 x2391
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Name: Anna Lisa Barbon Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Office Email: abarbon@london.ca Telephone: (519) 661-2489 x4705
<b>Recipient’s Canada Revenue Agency Business Number – for compliance with the <i>Financial Administration Act</i> (Ontario)</b>	1194 20883

**Additional Provisions:**

B.1 The following definitions are added to section A1.2 in alphabetical order:

“Act” has the meaning set out in section C.1 of Schedule “C”.

“CCAP” has the meaning set out in section C.1 of Schedule “C”.

“CNG” has the meaning set out in section C.1 of Schedule “C”.

“Community-wide GHG Emissions Inventory” means a summary of all GHG emissions produced within a community which, at a minimum, includes emissions from buildings, transportation and solid waste within municipal boundaries.

“Community-wide GHG Emissions Reduction Plan” means a municipal council-approved document that outlines the Recipient’s strategy for meeting its Community-wide GHG Reduction Targets, including a comprehensive assessment of various GHG emissions reduction strategies and the identification of costs and impacts of specific GHG emissions reduction measures that could be undertaken for specific facilities, operations, areas, or sectors and an implementation strategy that includes resource requirements, a monitoring and evaluation plan, and timelines.

“Community-wide GHG Reduction Target” means a goal for reducing GHG emissions from all sources included in the Recipient’s Community-wide GHG Emissions Inventory

to a specific level compared to a baseline year.

“**GHG**” means greenhouse gas that traps heat in the atmosphere, and includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, and nitrogen trifluoride.

“**Greenhouse Gas Reduction Account**” has the meaning set out in section 71 of the *Climate Change Mitigation and Low-carbon Economy Act, 2016*.

“**Payment Plan**” means the payment plan attached to the Agreement as Schedule “E”.

“**RNG**” has the meaning set out in section C.1 of Schedule “C”.

B.2 The following is added to section A2.1:

(e) it has, and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.3 Article A2.0 is amended by adding the following new section:

**A2.5 Greenhouse Gas Reduction Account.** The Recipient acknowledges that:

(a) the Funds come from amounts credited to the Greenhouse Gas Reduction Account and as such can only be used, directly or indirectly, for initiatives reasonably likely to reduce, or support the reduction of, GHG, and

(b) it is receiving Funds for the Project on the basis that the Project is reasonably likely to reduce or support the reduction of GHG,

(c) components of the Project may be funded from source(s) other than (a) above,

and on the basis of the above acknowledgments, the Recipient agrees and covenants that it shall not register, and shall ensure that no person registers, any component of the Project receiving Funds from amounts credited to the Greenhouse Gas Reduction Account as an offset initiative under the *Climate Change Mitigation and Low-carbon Economy Act, 2016*, or use GHG reductions resulting from any component of the Project receiving Funds from amounts credited to the Greenhouse Gas Reduction Account as the basis for offsetting or displacing GHG emissions. In addition and on the basis of the above acknowledgments, the Recipient agrees and covenants that it shall not register, and shall ensure that no person registers, any component of the Project receiving amounts from source(s) other than (a) above as an offset initiative under the *Climate Change Mitigation and Low-carbon Economy Act, 2016*, or use GHG reductions under any component of the Project receiving amounts from source(s) other than (a) above as the basis for offsetting or displacing GHG emissions, except with the Province’s prior written consent.

B.4 Section A4.4 is deleted in its entirety and replaced with the following:

**A4.4 No Changes.** The Recipient will not make any changes to the Project, the timelines or the Budget without the prior written consent of the Province.

B.5 Article A4.0 is amended by adding the following new sections:

**A4.9 Province’s Role Limited to Providing Funds.** For greater clarity, the Province’s role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and to receiving Reports, unless explicitly stated otherwise.

**A4.10 Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

- A4.11 **Moving Funds.** Despite section A4.4, the Recipient may move Funds equaling up to ten percent (10%) of the allocation in one line within a Budget category in Schedule “D” to another line within the same Budget category, except for expenses listed under the Budget category “Other” (if any) in Schedule “D” which may not be moved without approval from the Province. In moving Funds under this section A4.11, the Recipient may not reduce any Budget line by more than ten percent (10%) of its original allocation or increase any Budget line by more than twenty percent (20%) of its original allocation.
- A4.12 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.
- A4.13 **Cash Flow Management.** Despite subsection A4.1(b), in order to more accurately reflect the Recipient’s anticipated cash flow needs, the Province may divide any instalment of the Funds set out in the Payment Plan into two or more smaller instalments based upon the Reports submitted by the Recipient pursuant to section A7.1. If the instalment amount is so divided by the Province, the Recipient may request payment of another instalment by confirming to the Province in a further report pursuant to section A7.1(b) that said instalment will be required in one month’s time.
- A4.14 **Additional Funding.** The Recipient acknowledges that it shall not be eligible to apply for or to receive additional funding from any other Greenhouse Gas Reduction Account-funded programs to fund any components of the Project.
- B.6 Article 7 is amended by adding the following new section:
- A7.7 **Confirmation of GHG Emission Reduction Potential.** After receiving a Report from the Recipient, the Province will verify the GHG emission reduction potential of the Project as set out in the Report. To conduct such verification, the Province may use any of the following provided to it by the Recipient: (i) energy data, (ii) activity levels, (iii) GHG emission factors, and (iv) any underlying assumptions.
- B.7 Section A8.1(a) is deleted and replaced with the following:
- A8.1 **Acknowledge Support.** Unless otherwise approved by the Province, the Recipient will:
- (a) acknowledge the support of the Province for the Project using the statement “This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material”;
- B.8 Article A8.0 is further amended by adding the following new sections:
- A8.3 **Open Data.** Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient including, without limitation, the GHG emission reduction potential of the Project, Budget and any analysis, audit or evaluation reports relating to the Project or to the Agreement performed by either Party. However, the Province and the Recipient agree that such permission does not apply to the following: NIL.
- A8.4 **Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the

presence of the Minister of the Environment and Climate Change at one or more Project events, until permitted by the Province.

- A8.5 **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.
- B.9 **Conjunctions.** Where, pursuant to section A9.1, any sections have been modified to add or delete an item from a list, the "and" or "or" conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.
- B.10 Article A10.0 is amended by adding the following new section:
- A10.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- B.11 The following event is added to section A15.1:
- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996 (Ontario)*.
- B.12 The following consequence is added to section A15.2:
- (j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsections (f), (g) or (h), or the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;
- B.13 The following is added to section A18.1:
- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).
- B.14 **A19.0 NOTICE**
- A19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

A19.2 **Notice Given.** Notice will be deemed to have been given one Business Day after the Notice is delivered.

A19.3 **Notice Not Given.** For clarity, Notice may not be given or received by telephone, postage-prepaid mail, personal delivery, or fax despite the inclusion of a telephone number, fax number or address (if any) in the table in Schedule “B”.

B.15 The following sections are added to section A30.1, Survival, in chronological order: section A2.1(c), section A2.5, sections A4.1(a) and (b), section A4.11, section A4.13, section A7.7, section A8.3, section A8.5, sections A15.2(i) and (j), Article A31.0 and Article A34.0. Notwithstanding the foregoing, section A2.5 and all applicable cross-referenced sections and schedules, including without limitation the definitions in section B.1, will continue in full force and effect until the later of:

- (a) a period of thirty years from the date of expiry or termination of the Agreement; or
- (b) the period of time over which any direct or indirect GHG reduction occurs as a result of any Project component in section C.3.

B.16 The following new provisions are added following Article A30.0 Survival

#### **A31.0 INDIGENOUS CONSULTATION**

A31.1 **Notification.** The Recipient agrees to immediately notify the Province if any Indigenous group makes any inquiries about the Project.

#### **A32.0 ACCESSIBILITY**

**A32.1 Meetings and Events.** In using the Funds for meetings, events or similar, the Recipient will consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

**A32.2 Meetings and Events Examples.** For assistance with the Recipient’s obligations under section A32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection.

**A32.3 Venues.** In using the Funds for venues, the Recipient will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

**A32.4 Venue Examples.** For assistance with the Recipient’s obligations under section A32.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms.

#### **A33.0 ENVIRONMENTAL INITIATIVES**

**A33.1 Meetings.** In using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

**A33.2 Printing.** In using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

**A33.3 Environmentally Responsible Sources.** For assistance with the Recipient's obligations under section A33.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council (FSC), Canadian Standards Association (CSA) or Sustainable Forest Initiative (SFI).

**A34.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

**A34.1 Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

**A34.2 Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

- END OF ADDITIONAL PROVISIONS -

## SCHEDULE “C” PROJECT DESCRIPTION

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### C.1 BACKGROUND

The Government of Ontario has taken significant steps to fight climate change and limit GHG emissions. With the passage of the *Climate Change Mitigation and Low-carbon Economy Act, 2016* (the “Act”) and release of its 5-year Climate Change Action Plan (“CCAP”), the Ontario government has shown a clear and continued commitment to leadership on climate change.

The Act establishes the Government of Ontario’s 2020, 2030, and 2050 GHG reduction targets in law. CCAP creates a foundation on which the Ontario government will develop and build the policies and programs needed to help the province meet the targets set in the Act. The Municipal GHG Challenge Fund is one of the specific actions identified in CCAP to support municipal action on climate change mitigation.

Ontario’s municipal governments own more of Ontario’s infrastructure than any other level of government, and local decisions about buildings, land-use and transportation have significant impacts on how people consume energy and emit GHGs. This is why community-based emission reduction projects are essential to achieving long-term and cost-effective emission reductions in the Province of Ontario.

The Municipal GHG Challenge Fund is aimed at supporting community-led action on climate change. It is a competitive, application-based program that will support GHG emissions reduction projects proposed by municipalities who have or will develop a Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and a Community-wide GHG Emissions Reduction Plan.

The Project is a GHG reduction project that was proposed by the Recipient and selected for funding through the Municipal GHG Challenge Fund.

The Project was identified as an action item in the Recipient’s 2014-2018 Community Energy Action Plan. Within the Vehicles and the Transportation System section of this plan, the Recipient committed to the following actions:

- Lead by example for vehicle fleet management practices through the Green Fleet strategy.
- Work with Union Gas to promote the use of compressed natural gas (“CNG”) and renewable natural gas (“RNG”) (purified biogas) as a substitute for diesel fuel for heavy-duty vehicles in London

Transportation represents one of the largest challenges Ontario faces in achieving its emissions reductions targets. More than one-third of Ontario’s GHG emissions is caused by the transportation sector, with cars and trucks responsible for more than 70 per cent of the total.

The Recipient’s direct use of diesel represents about 12 percent of total corporate energy use and 7 percent of corporate energy cost, but diesel’s environmental impact is significantly higher, being 31 percent of the Recipient’s energy-related GHG emissions.

Waste collection trucks are one of the largest users of diesel fuel in the Recipient’s fleet. Curbside collection of garbage, recycling and yard waste is provided to approximately 120,000 single-family homes. Bulk collection of garbage and recycling is provided to approximately 50,000 multi-residential units.

The use of CNG as a vehicle fuel would reduce GHG emissions and air pollutants such as nitrogen oxides and diesel soot. Using CNG as a fuel also has lower operating costs. Using CNG also opens up opportunities for the Recipient to use RNG that it is hoping to produce from its W12A landfill to offset its own GHG emissions. Having waste collection trucks powered by the by-products of the waste disposed by Londoners also has great potential for public awareness of environmental challenges and opportunities.

However, there are two significant barriers to the use of CNG as fuel - the upfront premium cost for CNG vehicles and the cost for CNG infrastructure such as refueling and building

improvements needed for CNG vehicle maintenance. The Province of Ontario is planning to address the first barrier through its proposed Green Commercial Vehicle Program. This Project deals with the second barrier.

Creating a commercially available refuelling site at a strategically placed location along the Recipient's municipal waste collection travel routes, close to other industrial and commercial fleets and along Highway 401/402 Toronto-Detroit-Sarnia freight corridor will fundamentally enable three separate sectors to transition to the CNG space.

The City will work with Union Gas and other stakeholders to incorporate CNG fuelling infrastructure that would serve the Recipient's waste collection trucks during weekday collection, but would then be made available to other private commercial CNG vehicles as well.

## **C.2 PROJECT OBJECTIVE**

The objectives of this Project are to reduce GHG emissions from the transportation sector by implementing CNG refueling infrastructure and building improvements needed for CNG vehicle maintenance for the Recipient's fleet vehicles, while providing co-benefits such as job creation and developing CNG refuelling services for both London area CNG vehicle operators as well as CNG freight trucks using the Highway 401/402 highway corridor.

## **C.3 SCOPE OF PROJECT**

The Recipient will plan, design, and implement:

- CNG refueling infrastructure working with Union Gas at a location close to the 401/402 highway corridor and
- building improvements at the Exeter Road Operations Centre in London, Ontario needed for CNG vehicle maintenance.
- their replacement strategy of replacing 5 diesel powered waste collection vehicles in their fleet with CNG powered waste collection vehicles by the end of 2019, replacing an additional 12 diesel powered waste collection vehicles in their fleet with CNG powered waste collection vehicles by the end of 2020, replacing an additional 6 diesel powered waste collection vehicles in their fleet with CNG powered waste collection vehicles by the end of 2022 and replacing an additional 14 diesel powered waste collection vehicles in their fleet with CNG powered waste collection vehicles by 2025.

The Recipient will then quantify the resulting GHG emissions reductions for 12 months after implementation of the CNG refueling and CNG vehicle maintenance infrastructure.

The Project will mainly be conducted by Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer, Mike Bushby, Division Manager of Fleet and Operational Services Jay Stanford, Director, Environment, Fleet & Solid Waste, and James Skimming, Manager, Air Quality.

The activities and phases of this Project are as follows:

- C.3.1. GHG emissions inventory, targets and plan
- C.3.2. Phase 1 - Finalize business case and fuel purchase agreement, for approval by City of London Municipal Council
- C.3.3. Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles
- C.3.4. Phase 2B - Refuelling Infrastructure Agreement
- C.3.5. Replacement Strategy for CNG vehicles
- C.3.6. GHG quantification

Specifically:

### **C.3.1. GHG emissions inventory, targets and plan**

C.3.1.1. The Recipient will review its existing GHG inventory, targets and plan to ensure they meet or exceed the definitions of Community-wide GHG Emissions Inventory, Community-wide GHG

Reduction Targets, and Community-wide GHG Emissions Reduction Plan in section B.1. If the existing GHG inventory, targets and plan do not meet or exceed the definitions in section B.1, the Recipient will either:

- (a) revise or update their GHG inventory, targets, and plan to ensure they meet the definitions of Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan in section B.1; or
- (b) create a Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan to meet the definitions of each in section B.1.

### **C.3.2. Phase 1 - Finalize business case and fuel purchase agreement, for approval by City of London Municipal Council**

C.3.2.1. The Recipient will develop a business case for Municipal Council to reconfirm the financial benefits of the proposed cost-sharing with Union Energy Solutions (an unregulated affiliated company of Union Gas) for their proposed CNG refuelling station at the Flying J Truck Stop on Highbury Avenue south of Highway 401, in comparison to alternative options, such as:

- a direct relationship with a private sector CNG developer to develop a CNG station at a different location, or
- the installation of a slow-fill CNG refuelling station at the Exeter Road Operations Centre.

C.3.2.2. The Recipient will submit the business case, along with the proposed CNG fuel purchasing agreement to be developed between the City and Union Energy Solutions to Municipal Council for their review and approval to proceed.

### **C.3.3. Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles**

C.3.3.1. In accordance with

- the Recipient's Procurement of Goods and Services Policy, and
- the *Broader Public Sector Accountability Act, 2010* and relevant directives including but not limited to the Broader Public Sector Procurement Directive and the Broader Public Sector Perquisites Directive

the Recipient will undertake the following tasks:

Task 1 - Prepare tender documents and award assignment(s) which includes:

- a) Finalize equipment, mechanical and structural requirements
- b) Prepare tender documents, including equipment, mechanical and structural specifications
- c) Prepare tender documents – procurement requirements
- d) Undertake competitive procurement process
- e) Review tender submissions for compliance, recommend award and contract administration

Task 2 - The contractor(s) selected at the conclusion of the tender process will undertake the following:

- a) Upgrade heating/ventilation and air distribution
- b) Install combustible gas detection system
- c) Complete architectural items (painting, room finishes)
- d) Commission heating/ventilation and air distribution and combustible gas detection system

This work is required to maintain CNG vehicles at the Exeter Road Operations Centre.

C.3.3.2. Based on the Mechanical Code Compliance and Feasibility Study undertaken by NA Engineering Associate Inc. (October 11, 2017), the Recipient will obtain two makeup air units and

ductwork, new exhaust fans/upgrade ductwork, combustible gas detection system, structural items (joist reinforcement), architectural items (painting, room finishes) electrical work (compressor power feeds, high low voltage wiring, PCC panel connections), civil work (concrete surfaces, bollards, granular area, gates and signage) and commission work (leak test, station acceptance test, demonstration and testing) to meet the Recipient's needs in the most economical and efficient manner, through appropriate municipal procurement processes that conform with principles of value for money, vendor access, transparency, fairness, responsible management, geographic neutrality and reciprocal non-discrimination.

C.3.3.3. The Recipient will specify the responsibilities of individuals and organizations in terms of the mechanical, electrical, civil and commissioning work, at each stage of the procurement process. This work will be identified in section C.3.3 Task 1 undertaken by the Recipient (City of London Facilities Division) with technical assistance from a consultant.

C.3.3.4. The Recipient will establish a clear terms of reference for the service and purchase of goods assignments including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and where applicable, knowledge transfer requirements.

C.3.3.5. The Recipient will ensure consistency in the management of procurement-related processes and decisions.

#### **C.3.4. Phase 2B - Refuelling Infrastructure Agreement**

C.3.4.1. In accordance with

- the Recipient's Procurement of Goods and Services Policy, and
- the *Broader Public Sector Accountability Act, 2010* and relevant directives including but not limited to the Broader Public Sector Procurement Directive and the Broader Public Sector Perquisites Directive

The Recipient will establish a CNG fuel purchasing agreement between the City and Union Energy Solutions (an unregulated affiliated company of Union Gas) that takes into account the Recipient's fleet operational needs and the Recipient's financial contribution relative to the entire capital and operating cost for the CNG refuelling infrastructure.

In the fuel purchasing agreement, the Recipient will document how Union Energy Solutions will make use of and maintain the CNG compressor equipment and the mechanical work (piping, pressure testing, permits and inspection fee), electrical work (compressor power feeds, high low voltage wiring, PCC panel connections), civil work (concrete surfaces, bollards, granular area, gates and signage) and commission work (leak test, station acceptance test, demonstration and testing) to create a dedicated filling area for the Recipient's waste collection vehicles.

C.3.4.2. The Recipient will obtain the required goods and services necessary to meet the Recipient's needs in the most economical and efficient manner, through appropriate municipal procurement processes that conform with principles of value for money, vendor access, transparency, fairness, responsible management, geographic neutrality and reciprocal non-discrimination.

C.3.4.3. The Recipient will specify the responsibilities of individuals and organizations at each stage of the procurement process.

C.3.4.4. The Recipient will establish a clear terms of reference for the service and purchase of goods assignments including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and where applicable, knowledge transfer requirements.

C.3.4.5. The Recipient will ensure consistency in the management of procurement-related processes and decisions.

#### **C.3.5. Replacement Strategy for CNG vehicles**

C.3.5.1. The Recipient will execute their replacement strategy by replacing 5 diesel powered waste

collection vehicles with CNG powered waste collection vehicles by the end of 2019, replacing an additional 12 diesel powered waste collection vehicles with CNG powered waste collection vehicles by the end of 2020, replacing an additional 6 diesel powered waste collection vehicles with CNG powered waste collection vehicles by the end of 2022 and replacing an additional 14 diesel powered waste collection vehicles with CNG powered waste collection vehicles by 2025.

C.3.5.2. The Recipient will measure and monitor methane leaks (non-combusted methane) from CNG powered waste collection vehicles in their fleet on a monthly basis.

### C.3.6. GHG quantification

The Recipient will quantify the GHG emissions reductions resulting from the Recipient’s CNG vehicles using the CNG refuelling infrastructure for the first 12 months of operation. The Recipient will also confirm or update the GHG emissions reduction potential over the life of the Project.

GHG emission reduction estimates will be based on the measured quantities of CNG and RNG (if applicable and the RNG emission reductions have not been accounted for by another party) and will make use of best practices for GHG estimation outlined in the most recent version of the guidance document titled “Ontario Public Service Guidance Document for Quantifying Projected and Actual Greenhouse Gas Emission Reductions”, Version 1, June 30, 2017.

## C.4 TIMELINES

The following are the timelines for the Project:

Project Initiative (Work)	Start-Finish Date
C.3.1 GHG emissions inventory, targets and plan	Sept 5, 2018
C.3.2 Phase 1 - Business case development, for approval by City of London Municipal Council	April 1, 2018 – July 31, 2018
C.3.3 Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles	August 1, 2018 – June 30, 2019
C.3.4 Phase 2B - Refuelling Infrastructure Relationship	August 1, 2018 – June 30, 2019
C.3.5. Replacement Strategy for CNG vehicles	June 30, 2019 to Dec. 31, 2025
C.3.6 GHG quantification	July 1, 2020 – December 31, 2025

## C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name and Title	Role and responsibility of the participant/ organization in the Project
Recipient	Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer	Senior management oversight

Organization	Participant Name and Title	Role and responsibility of the participant/ organization in the Project
Recipient	Mike Bushby, Division Manager of Fleet and Operational Services	Overall project management Development of the business case Review and negotiate CNG fuel purchasing agreement between the City and Union Energy Solutions
Recipient	Jay Stanford, Director, Environment, Fleet & Solid Waste	Senior management direction Development of the business case Review and negotiate CNG fuel purchasing agreement between the City and Union Energy Solutions
Recipient	James Skimming, Manager, Air Quality	Development of the business case GHG emissions inventory, targets and plan
Recipient	Tim Wellhauser, Division Manager, Facilities	Project management for facility upgrades to the Exeter Road Operations Centre to allow service and repair of CNG vehicles
Union Energy Solutions	Sarah Van Der Paelt	Make use of and maintain the CNG compressor equipment and the mechanical work (piping, pressure testing, permits and inspection fee), electrical work (compressor power feeds, high low voltage wiring, PCC panel connections), civil work (concrete surfaces, bollards, granular area, gates and signage) and commission work (leak test, station acceptance test, demonstration and testing) to create a dedicated filling area for the Recipient's waste collection vehicles.
Technical firm hired by Union Energy Solutions	To be determined	The selected contractor(s) will upgrade heating/ventilation and air distribution; install combustible gas detection system; complete architectural items (painting, room finishes); and commission heating/ventilation and air distribution and combustible gas detection system
NA Engineering	Jim Culliton	Will finalize equipment, mechanical and structural requirements; prepare tender documents, including equipment, mechanical and structural specifications; review tender submissions for compliance, recommend awarding of the contract and contract administration

Should there be any changes to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include additions, replacements and vacancies.

## C.6 PERFORMANCE MEASURES AND TARGETS

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to assess its success in meeting the Project objective:

Performance Measures	Performance Targets
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GHG emissions reduction potential	Lifetime GHG reduction: 3,773 tonnes CO <sub>2</sub> e
Job creation	Creation of up to two local full-time equivalent jobs to operate and maintain the CNG
GHG emissions reductions resulting from the Diesel to CNG waste vehicle transition for the first 12 months of operation	20 tonnes CO <sub>2</sub> e
Economic benefits to the community	\$35,000 per year savings in City fleet fuel costs from using CNG in first 12 months
Number of users in the first 12 months of operation	3,000 CNG filling sessions for the whole station
Number of Diesel powered waste collection vehicles in the fleet replaced by CNG powered waste collection vehicles	5 by the end of 2019 an additional 12 by the end of 2020 an additional 6 by the end of 2022 and an additional 14 by the end of 2025

**- END OF PROJECT DESCRIPTION AND TIMELINES -**

**SCHEDULE "D"**  
**BUDGET**

<b>Project Expenditures</b>	<b>Budgeted Cost</b>	<b>Amount from the Funds</b>	<b>Cash confirmed from other sources</b>	<b>Value of confirmed in-kind staff support</b>	<b>Sources of other funding or in-kind support</b>	<b>When will expenditures be made</b>
<b>CITY OF LONDON STAFF</b>						
C.3.1 GHG emissions inventory, targets and plan				\$300.00 (\$75/hour x 4 hours)	City of London	May 2018
C.3.2 Phase 1 - Business case development, for approval by City of London Municipal Council				\$3,750.00 (\$75/hour x 50 hours)	City of London	April – July 2018
C.3.3 Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles				\$6,000.00 (\$75/hour x 80 hours)	City of London	August 2018 – June 2019
C.3.4 Phase 2B - Refuelling Infrastructure Agreement				\$3,000.00 (\$75/hour x 40 hours)	City of London	August 2018 – June 2019
C.3.5. Replacement Strategy for CNG vehicles				\$300.00 (\$75/hour x 4 hours)	City of London	April – July 2018
C.3.6 GHG quantification				\$300.00 (\$75/hour x 4 hours)	City of London	July – August 2020
<b>CONSULTANTS</b>						
C.3.3* Phase 2A Facility Upgrades – Task 1 – Tender document(s) and award assignment(s) a) Finalize equipment, mechanical and structural requirements to be done by NA engineering	\$3,052.80 (Hourly rates range between \$100 and \$175)	\$1,526.40	\$1,526.40			August 2018 – October 2018
C.3.3* Phase 2A – Task 1 b) Prepare tender documents equipment, mechanical and structural specifications to be done by NA Engineering	\$14,246.40 (Hourly rates range between \$100 and \$175)	\$7,123.20	\$7,123.20			August 2018 – October 2018
C.3.3* Phase 2A – Task 1 c) Prepare tender documents – procurement requirements				Included under City of London Staff		August 2018 – October 2018
C.3.3 Phase 2A* – Task 1 d) Undertake competitive procurement process				Included under City of London Staff		August 2018 – October 2018
C.3.3 Phase 2A* – Task 1 e) Review tender submissions for compliance, recommend award and contract administration to be done by NA Engineering	\$23,404.80 (Hourly rates range between \$100 and \$175)	\$11,702.40	\$11,702.40			August 2018 – October 2018
C.3.4** Phase 2B - Refuelling Infrastructure Agreement – Design (technical firm to be determined by Union Energy Solutions)	\$58,512.00	\$29,256.00	\$29,256.00			August 2018 – June 2019
<b>GOODS</b>						

Project Expenditures	Budgeted Cost	Amount from the Funds	Cash confirmed from other sources	Value of confirmed in-kind staff support	Sources of other funding or in-kind support	When will expenditures be made
C.3.3* Phase 2A - Facility Upgrades – Task 2a) Upgrade Heating/ Ventilation and Air - Distribution - Joist Reinforcement 4 joists at MUA(Makeup Air) units	\$44,520.00	\$22,260.00	\$22,260.00			August 2018 – June 2019
C.3.3* Phase 2A - Facility Upgrades– Task 2a) Upgrade Heating/ Ventilation and Air – Two new MUA(Makeup Air) units/Ductwork	\$242,188.80	\$121,094.40	\$121,094.40			August 2018 – June 2019
C.3.3* Phase 2A - Facility Upgrades– Task 2a) Upgrade Heating/ Ventilation and Air – New Exhaust Fans/Upgrade ductwork	\$180,624.00	\$90,312.00	\$90,312.00			August 2018 – June 2019
C.3.3* Phase 2A - Facility Upgrades – Task 2b) Install Combustible Gas Detection System	\$79,500.00	\$39,750.00	\$39,750.00			August 2018 – June 2019
C.3.4** Phase 2B - Refuelling Infrastructure Agreement - Mechanical (piping, pressure testing)	\$58,512.00	\$29,256.00	\$29,256.00			August 2018 – June 2019
C.3.4** Phase 2B - Refuelling Infrastructure Agreement - Electrical (compressor power feeds, high and low voltage wiring, PCC panel connections)	\$40,958.40	\$20,479.20	\$20,479.20			August 2018 – June 2019
C.3.4** Phase 2B - Refuelling Infrastructure Agreement - Civil (concrete surfaces, bollards, granular areas, gates, signage)	\$76,065.60	\$38,032.80	\$38,032.80			August 2018 – June 2019
C.3.4** Phase 2B - Refuelling Infrastructure Agreement - Equipment (compressor, storage, dispenser)	\$438,840.00	\$219,420.00	\$219,420.00			August 2018 – June 2019
<b>SERVICES</b>						
C.3.3* Phase 2A - Facility Upgrades - Task 2a) Upgrade Heating/ Ventilation and Air – Electrical	\$31,800.00	\$15,900.00	\$15,900.00			August 2018 – June 2019
C.3.3* Phase 2A - Facility Upgrades – Task 2a) Upgrade Heating/ Ventilation and Air – OWSJ Analysis	\$10,176.00	\$5,088.00	\$5,088.00			August 2018 – June 2019
C.3.3* Phase 2A - Facility Upgrades – Task 2c) Complete Architectural Items – Painting, Room Finishes	\$63,600.00	\$31,800.00	\$31,800.00			August 2018 – June 2019

Project Expenditures	Budgeted Cost	Amount from the Funds	Cash confirmed from other sources	Value of confirmed in-kind staff support	Sources of other funding or in-kind support	When will expenditures be made
C.3.3* Phase 2A - Facility Upgrades – Task 2d) Commission heating/ventilation and air distribution and combustible gas detection system	Included above	Included above	Included above			August 2018 – June 2019
C.3.4** Phase 2B - Refuelling Infrastructure Agreement - Commissioning (leak testing, station acceptance test, demonstration and training)	\$17,553.60	\$8,776.80	\$8,776.80			August 2018 – June 2019
C.3.4** Phase 2B - Refuelling Infrastructure Agreement - Freight/shipping	\$23,404.80	\$11,702.40	\$11,702.40			August 2018 – June 2019
<b>EQUIPMENT/CAPITAL ITEM RENTAL</b>						
<b>OTHER</b>						
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$1,406,959.00</b>	<b>\$703,479.60</b>	<b>\$703,479.60</b>			
<b>INELIGIBLE COSTS</b>						
C.3.3 Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles – Mechanical Code Compliance and Feasibility Study, NA Engineering, October 11, 2017			\$12,000.00 (City of London)			Completed
C.3.4 Phase 2B - Refuelling Infrastructure Agreement – Technical work completed under the direction of Union Gas				\$5,000.00	Union Gas	Completed
<b>TOTAL COSTS</b>	<b>\$1,406,959.00</b>	<b>\$703,479.60</b>	<b>\$715,479.60</b>	<b>\$5,000.00</b>		

\* C.3.3 Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles Goods and Services - Budget estimates have been prepared by NA Engineering Associates Inc. as part of the Compressed Natural Gas Vehicle Repair Are Study – Exeter Road Operations Centre – Mechanical Code Compliance and Feasibility, October 11, 2017. Each line item includes a 25% contingency based on the consultant report.

\*\* C.3.4 Phase 2B - Refuelling Infrastructure Agreement Goods and Services - Budget estimates have been provided by Union Energy Solutions (October 2017). Each line item includes a 15% contingency.

## D.1 BUDGET NOTES

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:

- (i) **Purchase or lease of real property** – including but not limited to lease payments, purchase price, taxes, legal fees and disbursements, consultant fees and disbursements;
  - (ii) **Legal fees and disbursements and consultant fees and disbursements associated with environmental assessments** - including but not limited to assessments undertaken pursuant to the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, or Ontario Regulation 153/04 made under the *Environmental Protection Act*, R.S.O. 1990, c. E.19;
  - (iii) **Operations costs** – back-up systems, spare parts inventory in support of a qualifying system, and operating costs including fuel, electricity, maintenance and insurance costs;
  - (iv) **Overhead costs** – office space, supplies, general overhead costs incurred in the ordinary course of business;
  - (v) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
  - (vi) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
  - (vii) **Non-Project costs** – any costs not directly related to the Project or capital costs related to ongoing or other business activities that are not a specific requirement of the project;
  - (viii) **Pre-Project costs** – any costs which were incurred prior to November 17, 2017;
  - (ix) **Refundable expenses** – costs deemed ineligible in accordance with section A4.8 of Schedule “A”; and
  - (x) Any costs which are an inappropriate use of public funds in the sole opinion of the Province.
- (b) **Consultants** – Consultant costs may include reasonable disbursements in addition to fees. However, the Funds may not be used for costs that would otherwise be ineligible or beyond the limits set by this Agreement (e.g. mileage limits) if they were directly incurred by the Recipient. In addition, the Funds may not be used for: None.
- (c) **Equipment/Capital Item Rental** – The Province *may* approve the purchase instead of the rental of equipment or capital items that fulfill the following criteria: (i) the equipment or capital item is being used on multiple occasions throughout the Project; (ii) total rental costs are greater than the one-time purchase cost; (iii) the equipment or capital item is not of a type found in a normal office environment; and (iv) without the Project, it is unlikely that the Recipient would purchase the equipment or capital item. If intending to purchase the equipment or capital item using the Funds, the Recipient must request approval from the Province prior to acquisition of the equipment or capital item.
- (d) **Services** – Costs for services may include reasonable disbursements in addition to fees. However, the Funds may not be used for the following disbursements: none.
- (e) **Phase 2A - Facility Upgrades to Service and Repair CNG Vehicles (under “Consultants”)** – The Recipient has already selected NA Engineering as the consultant for the consulting work for Phase 2A Facility Upgrades to Service and Repair CNG Vehicles. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred consultant which evidences good value for money.

**D.2 ADDITIONAL FUNDING**

The Recipient has requested, but not received confirmation of, additional funding or in-kind support for the Project from the following:

<b>POTENTIAL FUNDER (CASH OR IN-KIND)</b>	<b>PROJECT EXPENDITURES TO BE COVERED</b>	<b>AMOUNT</b>
NIL	NIL	NIL
<b>TOTAL</b>		

**- END OF BUDGET -**

**SCHEDULE "E"**  
**PAYMENT PLAN**

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<b>Criteria</b>	<b>Amount</b>
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$1,000.00
Following Province approval of first interim progress report and financial progress report as set out in Schedule "F"	\$30,000.00
Following Province approval of second interim progress report and financial progress report as set out in Schedule "F"	\$410,000.00
Following Province approval of third interim progress report and financial progress report as set out in Schedule "F"	\$250,000.00
Following Province approval of final report as set out in Schedule "F"	\$12,479.60
<b>TOTAL</b>	<b>\$703,479.60</b>

- END OF PAYMENT PLAN -

**SCHEDULE “F”  
REPORTING**

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient’s receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	September 15, 2018 March 15, 2019 September 15, 2019 March 15, 2021 March 15, 2023
4. Financial Progress Report(s)	September 15, 2018 March 15, 2019 September 15, 2019
5. Final Report	March 15, 2026
6. Reports as specified from time to time	On a date or dates specified by the Province.

**Report Due Date**

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

**Reporting Templates**

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

**Supporting Documentation**

For clarity, the Province may request supporting documentation from the Recipient as part of the Reports submitted as described in this schedule.

**Report Details**

1. **The Additional Funding Reports will set out:**
  - (i) an accounting of any other funding received or to be received by the Recipient, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting;
  - (ii) confirmation that there is no overlap of funding from the Province and from the other funding entities.
2. **The Procurement Reports will set out:**
  - (i) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project;
  - (ii) a justification for the selection of the preferred proponent or good which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole

supplier of the goods.

**3. The Interim Progress Reports will set out:**

- (i) actions undertaken to the date of the report, with reference to specific paragraphs of section C.3 (Scope of Project), and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) an update to the estimated GHG emissions reduction potential, any variance from the performance target identified in section C.6, and the reasons for such variance;
- (iv) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (v) set out any variances from the timelines, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives;
- (vi) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

**4. The Financial Progress Reports will set out:**

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization;
- (iii) a high-level monthly spending forecast (e.g. total per month) covering the time period between the date of the financial progress report and (a) the date two months beyond the next financial progress report, or (b) the date of the final report if no further financial progress reports; and
- (iii) whether or not the Project as described in the Agreement can be completed.

**5. The Final Report will:**

- (i) describe actions undertaken in carrying out the Project, with reference to specific paragraphs of section C.3 (Scope of Project) and how they relate to the objectives/desired outcomes of the Project identified in section C.2;
- (ii) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (iii) confirm or update the GHG emission reduction potential, setting out any variance from the performance target identified in section C.6 and the reasons for such variance, and provide the actual GHG emission reductions achieved to date;
- (iv) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (v) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (iv) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;

- (vii) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
  - (viii) include a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.
- 6. Other Reports:**
- (i) the Province will specify the timing and content of any other Reports as may be necessary.

**- END OF REPORTING -**

Bill No. 131  
2018

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

A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal GHG Challenge Fund Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Environment and Climate Change for the Province of Ontario and The Corporation of the City of London; to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer, or their written designate, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their written designate, to execute any financial reports and all other documents required under the Agreement.

WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS the Province of Ontario (the "Province") and The Corporation of the City of London (the "City") recognize that investment in bike share systems is a key component in Ontario's Climate Change Action Plan;

AND WHEREAS the City has applied to the Province for funding under the Ontario Municipal GHG Challenge Fund Program for a list of projects;

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

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

1. The Transfer Payment Agreement to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change for the Province of Ontario and The Corporation of the City of London, for the provision of funding from the Ontario Municipal GHG Challenge Fund Program, attached hereto as Schedule "1", is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1, above.
3. The Managing Director of Environmental & Engineering Services and City Engineer, or their written designate, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their written designate, are delegated authority to verify and attest to the accuracy of claimed costs and all other documents required by the Province and is the Authorized Representative with signing authority on behalf of the City.

4. The City commits to reviewing its existing Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan to ensure they meet each of the definitions in Schedule B of the Transfer Payment Agreement within two years of signing the Agreement.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading - March 27, 2018  
Third Reading - March 27, 2018

## ONTARIO TRANSFER PAYMENT AGREEMENT

### Municipal GHG Challenge Fund - Bike Share System

**THE AGREEMENT** is effective as of March 29, 2018.

#### **B E T W E E N:**

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of the Environment and Climate Change**

(the “Province”)

- and -

**The Corporation of the City of London**

(the “Recipient”)

#### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

##### **1.1 This Agreement, including:**

Schedule “A” - General Terms and Conditions

Schedule “B” - Project Specific Information and Additional Provisions

Schedule “C” - Project Description

Schedule “D” - Budget

Schedule “E” - Payment Plan

Schedule “F” - Reporting, and

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### **2.0 COUNTERPARTS AND TRANSMISSION**

2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

2.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

#### **3.0 AMENDING THE AGREEMENT**

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

#### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the

*Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);*

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario);*
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario);*
- (d) the Province is not responsible for carrying out the Project.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of the Environment and Climate  
Change**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Alex Wood  
Title: Assistant Deputy Minister

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Matt Brown  
Title: Mayor

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Catharine Saunders  
Title: City Clerk

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions referred to in section A9.1 and as specified in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A15.1.

**"Expiry Date"** means the date on which the Agreement will expire and is the date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule "B".

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time in accordance with section A15.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**A2.4 Supporting Documentation.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A13.0, Article A14.0, or Article A15.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A14.1.

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

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, any ministry, agency, or

organization of the Government of Ontario.

**A4.4 No Changes.** The Recipient will not make any changes to the Project or the Budget without the prior written consent of the Province.

**A4.5 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

**A4.7 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.8 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

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

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

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

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

**A6.2 Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

- (a) disclose to the Province, without delay, any situation that a reasonable

- person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTING, ACCOUNTING, AND REVIEW**

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

- (a) submit to the Province at the address referred to in section A19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

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

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

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

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

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

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

### **A7.6 Auditor General.** For greater certainty, the Province’s rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

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

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 FURTHER CONDITIONS**

**A9.1 Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

## **A10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

**A10.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **A11.0 INDEMNITY**

**A11.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A11.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A11.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## **A12.0 INSURANCE**

**A12.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

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

**A12.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A12.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A13.0 TERMINATION ON NOTICE**

**A13.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A13.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A13.2(b); and
  - (ii) subject to section A4.8, provide Funds to the Recipient to cover such costs.

## **A14.0 TERMINATION WHERE NO APPROPRIATION**

**A14.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b).

**A14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A15.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A15.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A15.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;

- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A15.3 Opportunity to Remedy.** If, in accordance with section A15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A15.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A15.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## **A16.0 FUNDS AT THE END OF A FUNDING YEAR**

**A16.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A17.0 FUNDS UPON EXPIRY**

**A17.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **A18.0 REPAYMENT**

**A18.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A18.2 Debt Due.** If, pursuant to the Agreement:

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

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

**A18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A18.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section A19.1.

**A18.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A19.0 NOTICE**

**A19.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A19.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A19.3 Postal Disruption.** Despite section A19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

**A20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A20.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will

comply with such terms and conditions.

## **A21.0 SEVERABILITY OF PROVISIONS**

**A21.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A22.0 WAIVER**

**A22.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A23.0 INDEPENDENT PARTIES**

**A23.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A24.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A24.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A25.0 GOVERNING LAW**

**A25.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A26.0 FURTHER ASSURANCES**

**A26.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A27.0 JOINT AND SEVERAL LIABILITY**

**A27.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A28.0 RIGHTS AND REMEDIES CUMULATIVE**

**A28.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A29.1 Other Agreements.** If the Recipient:

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

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

## **A30.0 SURVIVAL**

**A30.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.6, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A11.0, sections A13.2, sections A14.2, A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17.0, Article A18.0, Article A19.0, Article A21.0, section A24.2, Article A25.0, Article A27.0, Article A28.0, Article A29.0 and Article A30.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

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

<b>Maximum Funds</b>	\$836,976.00
<b>Expiry Date</b>	90 days after the final report due date in Schedule “F”
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	Name: Ministry of the Environment and Climate Change Attention: Municipal Challenge Fund Coordinator Email: ChallengeFund@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	Name: Kelly Scherr Address: 300 Dufferin Avenue, London, ON, N6A 4L9 Attention: Ms.Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer Email: kscherr@london.ca Telephone: (519) 661-2489 x2391
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond as required to requests from the Province related to the Agreement</b>	Name: Anna Lisa Barbon Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Office Fax: Email: abarbon@london.ca Telephone: (519) 661-2489 x4705
<b>Recipient’s Canada Revenue Agency Business Number - for compliance with the <i>Financial Administration Act</i> (Ontario)</b>	1194 20883

**Additional Provisions:**

B.1 The following definitions are added to section A1.2 in alphabetical order:

“Act” has the meaning set out in Section C.1 of Schedule “C”.

“CCAP” has the meaning set out in Section C.1 of Schedule “C”.

“Community-wide GHG Emissions Inventory” means a summary of all GHG emissions produced within a community which, at a minimum, includes emissions from buildings, transportation and solid waste within municipal boundaries.

“Community-wide GHG Emissions Reduction Plan” means a municipal council-approved document that outlines the Recipient’s strategy for meeting its Community-wide GHG Reduction Targets, including a comprehensive assessment of various GHG emissions reduction strategies and the identification of costs and impacts of specific GHG emissions reduction measures that could be undertaken for specific facilities, operations, areas, or sectors and an implementation strategy that includes resource requirements, a monitoring and evaluation plan, and timelines.

“Community-wide GHG Reduction Target” means a goal for reducing GHG emissions from all sources included in the Recipient’s Community-wide GHG Emissions Inventory

to a specific level compared to a baseline year.

“**GHG**” means greenhouse gas that traps heat in the atmosphere, and includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, and nitrogen trifluoride.

“**Greenhouse Gas Reduction Account**” has the meaning set out in section 71 of the *Climate Change Mitigation and Low-carbon Economy Act, 2016*.

“**Payment Plan**” means the payment plan attached to the Agreement as Schedule “E”.

B.2 The following is added to section A2.1:

(e) it has, and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.3 Article A2.0 is amended by adding the following new section:

**A2.5 Greenhouse Gas Reduction Account.** The Recipient acknowledges that:

(a) the Funds come from amounts credited to the Greenhouse Gas Reduction Account and as such can only be used, directly or indirectly, for initiatives reasonably likely to reduce, or support the reduction of, GHG, and

(b) it is receiving Funds for the Project on the basis that the Project is reasonably likely to reduce or support the reduction of GHG,

(c) components of the Project may be funded from source(s) other than (a) above,

and on the basis of the above acknowledgments, the Recipient agrees and covenants that it shall not register, and shall ensure that no person registers, any component of the Project receiving Funds from amounts credited to the Greenhouse Gas Reduction Account as an offset initiative under the *Climate Change Mitigation and Low-carbon Economy Act, 2016*, or use GHG reductions resulting from any component of the Project receiving Funds from amounts credited to the Greenhouse Gas Reduction Account as the basis for offsetting or displacing GHG emissions. In addition and on the basis of the above acknowledgments, the Recipient agrees and covenants that it shall not register, and shall ensure that no person registers, any component of the Project receiving amounts from source(s) other than (a) above as an offset initiative under the *Climate Change Mitigation and Low-carbon Economy Act, 2016*, or use GHG reductions under any component of the Project receiving amounts from source(s) other than (a) above as the basis for offsetting or displacing GHG emissions, except with the Province’s prior written consent.

B.4 Section A4.4 is deleted in its entirety and replaced with the following:

**A4.4 No Changes.** The Recipient will not make any changes to the Project, the timelines or the Budget without the prior written consent of the Province.

B.5 Article A4.0 is amended by adding the following new sections:

**A4.9 Province’s Role Limited to Providing Funds.** For greater clarity, the Province’s role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and to receiving Reports, unless explicitly stated otherwise.

**A4.10 Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

- A4.11 **Moving Funds.** Despite section A4.4, the Recipient may move Funds equaling up to ten percent (10%) of the allocation in one line within a Budget category in Schedule “D” to another line within the same Budget category, except for expenses listed under the Budget category “Other” (if any) in Schedule “D” which may not be moved without approval from the Province. In moving Funds under this section A4.11, the Recipient may not reduce any Budget line by more than ten percent (10%) of its original allocation or increase any Budget line by more than twenty percent (20%) of its original allocation.
- A4.12 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.
- A4.13 **Cash Flow Management.** Despite subsection A4.1(b), in order to more accurately reflect the Recipient’s anticipated cash flow needs, the Province may divide any instalment of the Funds set out in the Payment Plan into two or more smaller instalments based upon the Reports submitted by the Recipient pursuant to section A7.1. If the instalment amount is so divided by the Province, the Recipient may request payment of another instalment by confirming to the Province in a further report pursuant to section A7.1(b) that said instalment will be required in one month’s time.
- A4.14 **Additional Funding.** The Recipient acknowledges that it shall not be eligible to apply for or to receive additional funding from any other Greenhouse Gas Reduction Account-funded programs to fund any components of the Project.
- B.6 Article 7 is amended by adding the following new section:
- A7.7 **Confirmation of GHG Emission Reduction Potential.** After receiving a Report from the Recipient, the Province will verify the GHG emission reduction potential of the Project as set out in the Report. To conduct such verification, the Province may use any of the following provided to it by the Recipient: (i) energy data, (ii) activity levels, (iii) GHG emission factors, and (iv) any underlying assumptions.
- B.7 Section A8.1(a) is deleted and replaced with the following:
- A8.1 **Acknowledge Support.** Unless otherwise approved by the Province, the Recipient will:
- (a) acknowledge the support of the Province for the Project using the statement “This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material”;
- B.8 Article A8.0 is further amended by adding the following new sections:
- A8.3 **Open Data.** Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient including, without limitation, the GHG emission reduction potential of the Project, Budget and any analysis, audit or evaluation reports relating to the Project or to the Agreement performed by either Party. However, the Province and the Recipient agree that such permission does not apply to the following: NIL.
- A8.4 **Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the

presence of the Minister of the Environment and Climate Change at one or more Project events, until permitted by the Province.

A8.5 **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

B.9 **Conjunctions.** Where, pursuant to section A9.1, any sections have been modified to add or delete an item from a list, the "and" or "or" conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

B.10 Article A10.0 is amended by adding the following new section:

A10.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

B.11 The following event is added to section A15.1:

(e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996 (Ontario)*.

B.12 The following consequence is added to section A15.2:

(j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.13 The following is added to section A18.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.14 Article A19.0 is deleted in its entirety and replaced with the following:

#### A19.0 NOTICE

A19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by

email addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A19.2 **Notice Given.** Notice will be deemed to have been give one Business Day after the Notice is delivered.

A19.3 **Notice Not Given.** For clarity, Notice may not be given or received by telephone, postage-prepaid mail, personal delivery, or fax despite the inclusion of a telephone number, fax number or address (if any) in the table in Schedule “B”.

B.15 The following sections are added to section A30.1, Survival, in chronological order: section A2.1(c), section A2.5, sections A4.1(a) and (b), section A4.11, section A4.13, section A7.7, section A8.3, section A8.5, sections A15.2(i) and (j), Article A31.0 and Article A34.0. Notwithstanding the foregoing, section A2.5 and all applicable cross-referenced sections and schedules, including without limitation the definitions in section B.1, will continue in full force and effect until the later of:

- (a) a period of thirty years from the date of expiry or termination of the Agreement; or
- (b) the period of time over which any direct or indirect GHG reduction occurs as a result of any Project component in section C.3.

B.16 The following new provisions are added following Article A30.0 Survival

#### **A31.0 INDIGENOUS CONSULTATION**

A31.1 **Notification.** The Recipient agrees to immediately notify the Province if any Indigenous group makes any inquiries about the Project.

#### **A32.0 ACCESSIBILITY**

**A32.1 Meetings and Events.** In using the Funds for meetings, events or similar, the Recipient will consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

**A32.2 Meetings and Events Examples.** For assistance with the Recipient’s obligations under section A32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection.

**A32.3 Venues.** In using the Funds for venues, the Recipient will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

**A32.4 Venue Examples.** For assistance with the Recipient’s obligations under section A32.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms.

#### **A33.0 ENVIRONMENTAL INITIATIVES**

**A33.1 Meetings.** In using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

**A33.2 Printing.** In using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

**A33.3 Environmentally Responsible Sources.** For assistance with the Recipient's obligations under section A33.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council (FSC), Canadian Standards Association (CSA) or Sustainable Forest Initiative (SFI).

#### **A34.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

**A34.1 Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

**A34.2 Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

**- END OF ADDITIONAL PROVISIONS -**

## SCHEDULE “C” PROJECT DESCRIPTION

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### C.1 BACKGROUND

The Government of Ontario has taken significant steps to fight climate change and limit GHG emissions. With the passage of the *Climate Change Mitigation and Low-carbon Economy Act, 2016* (the “Act”) and release of its 5-year Climate Change Action Plan (“CCAP”), the Ontario government has shown a clear and continued commitment to leadership on climate change.

The Act establishes the Government of Ontario’s 2020, 2030, and 2050 GHG reduction targets in law. CCAP creates a foundation on which the Ontario government will develop and build the policies and programs needed to help the province meet the targets set in the Act. The Municipal GHG Challenge Fund is one of the specific actions identified in CCAP to support municipal action on climate change mitigation.

Ontario’s municipal governments own more of Ontario’s infrastructure than any other level of government, and local decisions about buildings, land-use and transportation have significant impacts on how people consume energy and emit GHGs. This is why community-based emission reduction projects are essential to achieving long-term and cost-effective emission reductions in the Province of Ontario.

The Municipal GHG Challenge Fund is aimed at supporting community-led action on climate change. It is a competitive, application-based program that will support GHG emissions reduction projects proposed by municipalities who have or will develop a Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and a Community-wide GHG Emissions Reduction Plan.

The Project is a GHG reduction project that was proposed by the Recipient and selected for funding through the Municipal GHG Challenge Fund.

The Project was identified as an action item in the Recipient’s 2016 Cycling Master Plan – known as London ON Bikes - a guide and a blueprint for future planning, design, development and programming related to cycling. In addition, the Project also aligns with several of the Recipient’s plans related to lowering transportation-related emissions such as the Recipient’s Community Energy Action Plan, Smart Moves 2030 Transportation Plan, Official Plan (The London Plan), and Our Move Forward - London's Downtown Plan.

Recent plans of the Recipient highlight the need for providing accessible, lower-cost, technology-driven transportation options for Londoners. Bike share ties into three of the Recipient’s 2015-2019 Strategic Plan areas of focus: Strengthening our Community, Building a Sustainable City, and Growing our Economy.

Cycling is an important part of the Recipient’s existing and future multimodal transportation and recreation system and part of the “bigger strategic picture” for the City of London. As a tool, London ON Bikes contains the information needed to support future decision making in the municipality.

Building and promoting cycling as an option to get to work, school or for fitness and recreation can benefit communities in many ways. London ON Bikes’ business case demonstrates that the value of investments in cycling can help to articulate the importance of future commitments to improvements by the Recipient and support from the community.

Transportation represents one of the largest challenges Ontario faces in achieving its emissions reductions targets. More than one-third of Ontario’s GHG emissions is caused by the transportation sector, with cars and trucks responsible for more than 70 per cent of the total.

The Bike Share System for the City of London will provide residents and visitors with an opportunity to ride a bike to work, for fun or for fitness and provide GHG emissions-free transportation that will become a core part of the City of London's transportation system.

### C.2 PROJECT OBJECTIVE

The objectives of this Project are to reduce GHG emissions from the transportation sector by

implementing a bike share system for the City of London and increase community-led planning on climate change mitigation, while providing co-benefits such as job creation.

### **C.3 SCOPE OF PROJECT**

The Recipient will plan, design, implement, promote and launch a bike share system in London, Ontario. The Recipient will then quantify the resulting GHG emissions reductions for 12 months after implementation of the bike share system. The Project will mainly be conducted by Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer, Allison Miller, Transportation Demand Management Coordinator, Jay Stanford, Director, Environment, Fleet & Solid Waste, and James Skimming, Manager, Air Quality.

Specifically:

#### **C.3.1. GHG emissions inventory, targets and plan**

C.3.1.1. The Recipient will review its existing GHG inventory, targets and plan to ensure they meet or exceed the definitions of Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan in section B.1. If the existing GHG inventory, targets and plan do not meet or exceed the definitions in section B.1, the Recipient will either:

- (a) revise or update their GHG inventory, targets, and plan to ensure they meet the definitions of Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan in section B.1; or
- (b) create a Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan to meet the definitions of each in section B.1.

#### **C.3.2. Consulting services procurement**

C.3.2.1. In accordance with

- the Recipient's Procurement of Goods and Services Policy, and
- the *Broader Public Sector Accountability Act, 2010* and relevant directives including but not limited to the Broader Public Sector Procurement Directive and the Broader Public Sector Perquisites Directive

the Recipient will conduct an open, transparent, and competitive procurement process to identify potential supply sources to assist the Recipient with the implementation of the Project, specifically:

- Phase 1 - Business case development, for approval by City of London Municipal Council;
- Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system; and
- Phase 4 - Program launch and preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria.

C.3.2.2. The Recipient's competitive procurement processes will obtain the required services necessary to meet the Recipient's needs in the most economical and efficient manner, through appropriate municipal procurement processes that conform with principles of value for money, vendor access, transparency, fairness, responsible management, geographic neutrality and reciprocal non-discrimination.

C.3.2.3. The Recipient will specify the responsibilities of individuals and organizations at each stage of the procurement process.

C.3.2.4. The Recipient will establish a clear terms of reference for the service assignments including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and where applicable, knowledge transfer requirements.

C.3.2.5. The Recipient will ensure consistency in the management of procurement-related

processes and decisions.

C.3.2.6. The Recipient will ensure that each successful vendor at the conclusion of the procurement process to be undertaken by the Recipient executes specific tasks established in the agreement and stays within the budget.

### **C.3.3. Phase 1 - Business case development, for approval by City of London Municipal Council**

C.3.3.1. The Recipient will develop a business case for Municipal Council to:

- Review existing bike share systems, based on site visits conducted of three bike share systems to see how the bike share system and infrastructure works along with an assessment of their latest operating costs and revenue
- Consolidate analysis of comparator bike share systems
- Identify and map current cycling infrastructure in place within London, Ontario
- Determine cycling infrastructure needed for the implementation of a bike share system in London, Ontario
- Determine recommended service areas for the bike share system that consists of a minimum of 300 bicycles
- Determine criteria for siting bike share service locations
- Determine anticipated warehousing and maintenance space needs
- Determine recommendations for bike share service locations that consists of a minimum of 38 bike share service locations
- Determine anticipated range of fees for bike share system access
- Determine recommended membership level targets
- Provide details on estimated costs and benefits
- Provide a high-level summary implementation plan
- Establish criteria for bike share service provider selection

C.3.3.2. The Recipient will submit the business case to Municipal Council for their review and approval to proceed with a Request for Proposals to design, build, operate, and maintain a bike share system.

### **C.3.4. Phase 2 - Development and release of a Request for Proposal to design, build, operate and maintain the bike share system**

C.3.4.1. In accordance with

- the Recipient's Procurement of Goods and Services Policy, and
- the *Broader Public Sector Accountability Act, 2010* and relevant directives including but not limited to the Broader Public Sector Procurement Directive and the Broader Public Sector Perquisites Directive

the Recipient will conduct an open, transparent, and competitive Request for Proposals to identify potential supply sources to design, build, operate, and maintain a bike share system that includes, but is not limited to, the following:

- Minimum of 300 bicycles
- Minimum of 38 bike share service locations serving the designated service area outlined within the Request for Proposals
- Bicycle maintenance
- Bicycle redistribution equipment
- Station maintenance (if required)
- Website for the bike share system promotion and user registration
- Secure and smart payment system for both registered users and one-time users
- Bike share program branding
- Promotional plan for Phase 3: Pre-launch promotional activities and events and Phase 4: program launch

C.3.4.2. The Recipient's competitive procurement processes will obtain the required goods and services necessary to meet the Recipient's needs in the most economical and efficient manner, through appropriate municipal procurement processes that conform with principles of value for money, vendor access, transparency, fairness, responsible management, geographic neutrality and reciprocal non-discrimination.

C.3.4.3. The Recipient will specify the responsibilities of individuals and organizations at each stage of the procurement process.

C.3.4.4. The Recipient will establish a clear terms of reference for the service and purchase of goods assignments including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and where applicable, knowledge transfer requirements.

C.3.4.5. The Recipient will ensure consistency in the management of procurement-related processes and decisions.

**C.3.5. Phase 3: Construction and development of the bike share system by successful proponent, including pre-launch promotional activities and events**

C.3.5.1. The Recipient will ensure that the successful proponent at the conclusion of the procurement process to be undertaken by the Recipient executes the tasks established in the agreement and stays within the budget.

C.3.5.2. The Recipient will carry out pre-launch promotion activities as per the promotion plan outlined in the agreement as per section C.3.5.1., including but not limited to:

- materials such as display banners for public events,
- posters for information boards at community centres and workplaces within the service area,
- hand-out materials for public events,
- social media advertising, and
- print media advertising

**C.3.6. Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch**

C.3.6.1. The Recipient will ensure that the bike share program is launched by April 22, 2020.

C.3.6.2. Prior to the official launch date, the Recipient will ensure that the bike share system has been fully operational for at least 3 (three) months.

C.3.6.3. The Recipient will promote the launch of the bike share system as per the promotion plan outlined within the agreement described in section C.3.5.1.

**C.3.7. GHG quantification**

The Recipient will quantify the GHG emissions reductions resulting from the bike share system for the first 12 months of operation. The Recipient will also confirm or update the GHG emissions reduction potential over the life of the Project.

GHG emission reduction estimates will be based on the number of bike share trips per year, the average distance travelled per trip, the assumed mode share for vehicle use replaced by using bike share, the current fleet-average fuel economy for vehicles, and assumed future fuel economy improvements for vehicles.

**C.4 TIMELINES**

The following are the timelines for the Project:

<b>Project Initiative (Work)</b>	<b>Start-Finish Date</b>
C.3.1 GHG emissions inventory, targets and plan	already completed
C.3.2 Consulting services procurement	April 1, 2018 – June 30, 2018
C.3.3 Phase 1 - Business case development, for approval by City of London Municipal Council	July 1, 2018 – January 30, 2019

C.3.4 Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system	February 1, 2019 – August 31, 2019
C.3.5 Phase 3: Construction and development of the bike share system by successful proponent, including pre-launch promotional activities and events	September 1, 2019 – February 29, 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch	January 1, 2020 - April 22, 2020
C.3.7 GHG quantification	May 1, 2020 – June 30, 2021

## C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name and Title	Role and responsibility of the participant/ organization in the Project
Recipient	Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer	Senior management oversight
Recipient	Allison Miller, Transportation Demand Management Coordinator	Day-to-day project management activities Development of RFP for consultant and bike share system operator Development of the business case Selection of consultant and bike share system operator oversee activities of the selected bike share system operator
Recipient	Jay Stanford, Director, Environment, Fleet & Solid Waste	Senior management direction Development of RFP for consultant and bike share system operator Development of the business case Selection of consultant and bike share system operator Oversee activities of the selected bike share system operator
Recipient	James Skimming, Manager, Air Quality	Overall project management Development of RFP for consultant and bike share system operator Development of the business case Selection of consultant and bike share system operator Oversee activities of the selected bike share system operator GHG emissions inventory, targets and plan

Organization	Participant Name and Title	Role and responsibility of the participant/ organization in the Project
Recipient	Consultant	Assist with development of the business case Assist in development of RFP for bike share system operator Assist with selection of bike share system operator
Recipient	Bike share system operator	Design, build, operate, and maintain the bike share system

Should there be any changes to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include additions, replacements and vacancies.

**C.6 PERFORMANCE MEASURES AND TARGETS**

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to assess its success in meeting the Project objective:

Performance Measures	Performance Targets
GHG emissions reduction potential of the Bike Share System	Gross GHG reduction: 2,675 tonnes CO2e
Job creation	Creation of at least three local full-time equivalent jobs to operate and maintain the bike share program
GHG emissions reductions resulting from the bike share system for the first 12 months of operation	35 tonnes CO2e
Economic benefits to the community	200,000 bike trips
Number of users in the first 12 months of operation	6,000 users

**- END OF PROJECT DESCRIPTION AND TIMELINES -**

**SCHEDULE "D"**  
**BUDGET**

<b>Project Expenditures</b>	<b>Budgeted Cost</b>	<b>Amount from the Funds</b>	<b>Cash confirmed from other sources</b>	<b>Value of confirmed in-kind support</b>	<b>Sources of other funding or in-kind support</b>	<b>When will expenditures be made</b>
<b>STAFF</b>						
C.3.1 GHG emissions inventory, targets and plan				\$250.00	City of London	May 2018
C.3.2 Consulting services procurement				\$1,000.00	City of London	April - June 2018
C.3.3 Phase 1 - Business case development, for approval by City of London Municipal Council				\$4,500.00	City of London	July 2018 - January 2019
C.3.4 Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system				\$4,250.00	City of London	February August 2019
C.3.5 Phase 3: Construction and development of the bike share system by successful proponent, including pre-launch promotional activities and events				\$1,000.00	City of London	September 2019 - February 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch				\$1,000.00	City of London	January - April 2020
C.3.7 GHG quantification				\$250.00	City of London	May- June 2021
<b>GOODS</b>						
C.3.5 Phase 3: Construction and development of the bike share system by successful proponent	\$1,564,814	\$782,407.20	\$782,407.20		City of London	February 2019 - February 2020
<b>SERVICES</b>						
C.3.5 Phase 3: Pre-launch promotional activities and events, including membership drive and traditional and social media promotion of launch event to the general public	\$48,844.80	\$24,422.40	\$24,422.40		City of London	January - April 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch	\$18,316.80	\$9,158.40	\$9,158.40		City of London	April 2020
<b>CONSULTANTS</b>						

Project Expenditures	Budgeted Cost	Amount from the Funds	Cash confirmed from other sources	Value of confirmed in-kind support	Sources of other funding or in-kind support	When will expenditures be made
C.3.3 Phase 1 - Business case development, for approval by City of London Municipal Council	\$22,896.00	\$11,448.00	\$11,448.00		City of London	July 2018 - January 2019
C.3.4 Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system	\$6,360.00	\$3,180.00	\$3,180.00		City of London	February 2019 - February 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch	\$2,544.00	\$1,272.00	\$1,272.00		City of London	April 2020
<b>OTHER</b>						
C.3.5 Phase 3: Pre-launch promotional activities and events, including outreach through employers and neighbourhood organizations	\$10,176.00	\$5,088.00	\$5,088.00		City of London	January - April 2020
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$1,673,952.00</b>	<b>\$836,976.00</b>	<b>\$836,976.00</b>	<b>\$12,250.00</b>		
<b>OTHER - INELIGIBLE COSTS SUPPORTING BIKE SHARE</b>						
C.3.5 Phase 3: installation of additional bike parking within bike share system service area	\$51,897.60		\$51,897.60		City of London	January - April 2020
<b>TOTAL COSTS</b>	<b>\$1,725,849.60</b>	<b>\$836,976.00</b>	<b>\$888,873.60</b>	<b>\$12,250.00</b>		

## D.1 BUDGET NOTES

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:
- (i) **Purchase or lease of real property** – including but not limited to lease payments, purchase price, taxes, legal fees and disbursements, consultant fees and disbursements;
  - (ii) **Legal fees and disbursements and consultant fees and disbursements associated with environmental assessments** - including but not limited to assessments undertaken pursuant to the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, or Ontario Regulation 153/04 made under the *Environmental Protection Act*, R.S.O. 1990, c. E.19;
  - (iii) **Operations costs** – back-up systems, spare parts inventory in support of a qualifying system, and operating costs including fuel, electricity, maintenance and insurance costs;
  - (iv) **Overhead costs** – office space, supplies, general overhead costs incurred in the ordinary course of business;

- (v) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
  - (vi) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
  - (vii) **Non-Project costs** – any costs not directly related to the Project or capital costs related to ongoing or other business activities that are not a specific requirement of the project;
  - (viii) **Pre-Project costs** – any costs which were incurred prior to November 17, 2017;
  - (ix) **Refundable expenses** – costs deemed ineligible in accordance with section A4.8 of Schedule “A”; and
  - (x) Any costs which are an inappropriate use of public funds in the sole opinion of the Province.
- (b) **Administration Expenses** (under “Other”) – Administration expenses are comprised of disbursements such as postage/courier charges, photocopying charges, office supplies, and financial institution service fees incurred in carrying out the Project. The Funds may not be used for avoidable financial institution service fees (e.g. NSF charges). For clarity, administration expenses do not include items such as salary and wages, rent, travel, accommodation and meal expenses, computers, legal fees, audit fees, engineering fees, and other professional fees. Notwithstanding anything contained herein, the portion of administration expenses covered by the Funds shall not include: None.
- (c) **Support Services** (under “Other”) – Support services refer to the time spent by staff in human resources, finance, information technology, and communications departments providing administrative support that can be attributed to the Project. Project managers and key Project participants are not included in support services. Notwithstanding anything contained herein, the portion of support services covered by the Funds shall not include: None.
- (d) **Consultants** – Consultant costs may include reasonable disbursements in addition to fees. However, the Funds may not be used for costs that would otherwise be ineligible or beyond the limits set by this Agreement (e.g. mileage limits) if they were directly incurred by the Recipient. In addition, the Funds may not be used for: None.
- (e) **Equipment/Capital Item Rental** – The Province *may* approve the purchase instead of the rental of equipment or capital items that fulfill the following criteria: (i) the equipment or capital item is being used on multiple occasions throughout the Project; (ii) total rental costs are greater than the one-time purchase cost; (iii) the equipment or capital item is not of a type found in a normal office environment; and (iv) without the Project, it is unlikely that the Recipient would purchase the equipment or capital item. If intending to purchase the equipment or capital item using the Funds, the Recipient must request approval from the Province prior to acquisition of the equipment or capital item.
- (f) **Transportation** (under “Travel and Hospitality”) – Transportation refers to the provision of transportation for meetings or events to the Recipient’s staff or contractors or meeting/event attendees if specified in the Budget. The amount from the Funds used for transportation will be calculated according to the rates in the [Ontario Government’s Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. Transportation will be by the most practical and economical method; tickets (e.g. train, airplane) purchased must be for economy/coach class and when renting a vehicle, the Funds may only be used for a compact model or its equivalent unless approval for a different model

is obtained from the Province prior to rental. **The Funds under this Budget line may not be used for:**

- **transportation for meeting/event attendees when the distance to the meeting or event venue is less than: 100 km.**

(g) **Accommodation** (under “Travel and Hospitality”) – Accommodation refers to the provision of accommodation for meetings or events to the Recipient’s staff or contractors or other meeting/event attendees if specified in the Budget. Accommodation will be in a standard room; the Funds may not be used for hotel suites, executive floors or concierge levels. **The Funds under this Budget line may not be used for:**

- **accommodation for the Recipient’s staff or contractors when the distance to the meeting or event venue is less than fill in km;**
- **accommodation for meeting/event attendees when the distance to the meeting or event venue is less than: 100 km; or**
- **penalties incurred for non-cancellation of guaranteed hotel reservations.**

(h) **Food and Beverage – Staff or Contractors** (under “Travel and Hospitality”) – The Recipient may use the Funds for the provision of food or beverages to the Recipient’s staff or contractors when travelling for Project-related work. The Funds may only be used for meals during such travel periods, subject to the limitations below. The amount from the Funds used for food or beverage will be calculated according to the rates in the [Ontario Government’s Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**

- **non-meal food and beverages;**
- **alcohol;**
- **meals when the travel period is less than 5 hours, calculated from the time the Recipient’s staff or contractor leaves their normal place of business (or reasonable alternative origin) to the time the Recipient’s staff or contractor returns to the normal place of business (or reasonable alternative destination); or**
- **meals during travel when travel is a part of the Recipient’s staff’s or contractor’s regular job duties.**

(i) **Food and Beverage - Hospitality** (under “Travel and Hospitality”) – The Recipient may use the Funds for the provision of food or beverages during Project meetings/events held with the public. If the Funds are being used to pay for meals during public Project meetings or events, the amount from the Funds used for these meals will be calculated according to the rates in the [Ontario Government’s Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. If the Funds are being used to pay for non-meal food and beverages (e.g. coffee, water, snacks) during public Project meetings or events the amount from the Funds used for these non-meal expenses can be up to the following maximums: \$5/day per person for a half-day public Project meeting/event or \$10/day per person for a full day public Project meeting/event. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**

- **alcohol;**
- **meals (breakfast, lunch and dinner) or non-meal food and beverages outside of public Project meetings/events; or**
- **food and beverages already covered under the “Food and Beverage – Travel” budget line.**

(j) **Overhead** (under “Other”) – The amount from the Funds used for overhead shall only be for expenses related to the Project. Fixed costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance for the Recipient’s regular

operations) are not eligible for coverage by the Funds. Overhead expenses in the Budget include:

- (k) **Services** – Costs for services may include reasonable disbursements in addition to fees. However, the Funds may not be used for the following disbursements:  
none

**D.2 ADDITIONAL FUNDING**

The Recipient has requested, but not received confirmation of, additional funding or in-kind support for the Project from the following:

POTENTIAL FUNDER (CASH OR IN-KIND)	PROJECT EXPENDITURES TO BE COVERED	AMOUNT
NIL	NIL	NIL
	<b>TOTAL</b>	

- END OF BUDGET -

**SCHEDULE "E"**  
**PAYMENT PLAN**

Criteria	Amount
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$1,000.00
Following Province approval of first interim progress report and financial progress report as set out in Schedule "F"	\$5,724.00
Following Province approval of second interim progress report and financial progress report as set out in Schedule "F"	\$7,314.00
Following Province approval of third interim progress report and financial progress report as set out in Schedule "F"	\$1,590.00
Following Province approval of fourth interim progress report and financial progress report as set out in Schedule "F"	\$782,407.20
Following Province approval of final report as set out in Schedule "F"	\$38,940.80
<b>TOTAL</b>	<b>\$836,976.00</b>

- END OF PAYMENT PLAN -

**SCHEDULE “F”  
REPORTING**

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient’s receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	September 15, 2018 March 15, 2019 September 15, 2019 March 15, 2020
4. Financial Progress Report(s)	September 15, 2018 March 15, 2019 September 15, 2019 March 15, 2020
5. Final Report	June 30, 2021
6. Reports as specified from time to time	On a date or dates specified by the Province.

**Report Due Date**

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

**Reporting Templates**

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

**Supporting Documentation**

For clarity, the Province may request supporting documentation from the Recipient as part of the Reports submitted as described in this schedule.

**Report Details**

1. **The Additional Funding Reports will set out:**
  - (i) an accounting of any other funding received or to be received by the Recipient, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting;
  - (ii) confirmation that there is no overlap of funding from the Province and from the other funding entities.
2. **The Procurement Reports will set out:**
  - (i) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project;
  - (ii) a justification for the selection of the preferred proponent or good which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole

supplier of the goods.

**3. The Interim Progress Reports will set out:**

- (i) actions undertaken to the date of the report, with reference to specific paragraphs of section C.3 (Scope of Project), and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) an update to the estimated GHG emissions reduction potential, any variance from the performance target identified in section C.6, and the reasons for such variance;
- (iv) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (v) set out any variances from the timelines, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives;
- (vi) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

**4. The Financial Progress Reports will set out:**

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization;
- (iii) a high-level monthly spending forecast (e.g. total per month) covering the time period between the date of the financial progress report and (a) the date two months beyond the next financial progress report, or (b) the date of the final report if no further financial progress reports; and
- (iii) whether or not the Project as described in the Agreement can be completed.

**5. The Final Report will:**

- (i) describe actions undertaken in carrying out the Project, with reference to specific paragraphs of section C.3 (Scope of Project) and how they relate to the objectives/desired outcomes of the Project identified in section C.2;
- (ii) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (iii) confirm or update the GHG emission reduction potential, setting out any variance from the performance target identified in section C.6 and the reasons for such variance, and provide the actual GHG emission reductions achieved to date;
- (iv) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (v) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (iv) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;

- (vii) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
  - (viii) include a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.
- 6. Other Reports:**
- (i) the Province will specify the timing and content of any other Reports as may be necessary.

**- END OF REPORTING -**

Bill No. 132  
2018

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

A By-law to approve the Long-Term Care Home Service Accountability Agreement with the South West LHIN, and to authorize the Mayor and the City Clerk to execute the agreement.

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

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

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network (LHIN) under the *Local Health System Integration Act, 2006 (LHSI Act)*;

AND WHEREAS, pursuant to the *LHSI Act* a local health integration network is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to subsection 19(1) of the *LHSI Act*, a local health integration network may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part VIII of the *Long-Term Care Homes Act, 2007*, in respect of services that the service provider provides in or for the geographic area of the network;

AND WHEREAS, pursuant to subsection 19(2) of the *LHSI Act*, the funding that a LHIN provides under subsection 19(1) shall be on the terms and conditions that the network considers appropriate and in accordance with the funding that the network receives from the Minister of Health and Long-Term Care, the network's accountability agreement and any prescribed requirements;

AND WHEREAS section 20 of the *LHSI Act* provides that a LHIN and a health service provider that receives funding from the LHIN shall enter into a service accountability agreement;

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

1. The Long-Term Care Home Service Accountability Agreement for the period April 1, 2018 to March 31, 2019 to be entered into with the South West Local Health Integration Network with respect to the Dearness Home attached as Schedule "1" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading - March 27, 2018  
Second reading - March 27, 2018  
Third reading – March 27, 2018

**LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT**  
**April 1, 2018 to March 31, 2019**

**SERVICE ACCOUNTABILITY AGREEMENT**

with

**The Corporation of the City of London**

**Effective Date: April 1, 2018**

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- E - Form of Compliance Declaration

**THIS SERVICE ACCOUNTABILITY AGREEMENT** effective as of April 1, 2018

**B E T W E E N :**

**SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK** (the “LHIN”)

**AND**

The Corporation of the City of London (the “HSP”)

**IN RESPECT OF:**

Dearness Home for Senior Citizens located at  
710 Southdale Road East, London, ON N6E 1R8 (the “Home”)

**Background:**

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* (“LHSIA”), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely “to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks”.

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA and the Patient’s First: Action Plan for Health Care (“Patients First”), intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA and Patients First. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN, from time to time; in the provincial strategic plan for the health system; and, in the LHIN’s Integrated Health Services Plan.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

## ARTICLE 1. ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 **Definitions.** In this Agreement the following terms will have the following meanings.

“**Accountability Agreement**” refers to the Agreement in place between the Minister and the LHIN pursuant to the terms of section 18 of LHSIA.

“**Act**” means the *Long-Term Care Homes Act, 2007* and the regulations made under the *Long Term Care Homes Act, 2007* as it and they may be amended from time to time.

“**Active Offer**” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

“**Agreement**” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

“**Annual Balanced Budget**” means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

“**Applicable Law**” means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the Parties’ obligations under this Agreement during the term of this Agreement.

“**Applicable Policy**” means any orders, rules, policies, directives or standards of practice issued or adopted by the LHIN, by the MOHLTC or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the Parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

“**Approved Funding**” has the meaning ascribed to it in Schedule B.

“**Beds**” means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

“**Board**” means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*, and the regulations made under the Broader Public Sector Accountability Act, 2010 as it and they may be amended from time to time.

“**CEO**” means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

“**Compliance Declaration**” means a compliance declaration substantially in the form set out in Schedule “E”.

“**Confidential Information**” means information that is (i) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided to the receiving Party; and (ii) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that (a) was known to the receiving Party prior to receiving the information from the disclosing Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) is required to be disclosed by law, provided that the receiving Party provides Notice in a timely manner of such requirement to the disclosing Party, consults with the disclosing Party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

“**Conflict of Interest**” in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (a) the HSP;
- (b) a member of the HSP’s Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP’s decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

“**Construction Funding Subsidy**” has the meaning ascribed to it in Schedule B.

“**Controlling Shareholder**” of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

“**Days**” means calendar days.

“**Design Manual**” means the MOHLTC design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

**“Digital Health”** has the meaning ascribed to it in the Accountability Agreement, and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

**“Designated”** means designated as a public service agency under the FLSA;

**“Director”** has the same meaning as the term “Director” in the Act.

**“Effective Date”** means April 1, 2018.

**“Explanatory Indicator”** means a measure of HSP performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the “L-SAA 2016-19 Indicator Technical Specifications” document.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, (Ontario) and the regulations made under the *Freedom of Information and Protection of Privacy Act*, (Ontario), as it and they may be amended from time to time.

**“FLSA”** means the *French Language Services Act* and the regulations made under the *French Language Services Act*, as it and they may be amended from time to time;

**“Funding”** means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

**“Funding Year”** means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Home”** means the building where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

**“HSP’s Personnel and Volunteers”** means the controlling shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP’s Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

**“Identified”** means identified by the LHIN or the Ministry to provide French language services;

**“Indemnified Parties”** means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her

Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.

**“Interest Income”** means interest earned on the Funding.

**“LHIN Cluster”** has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC’s provincial priorities.

**“LHSIA”** means the *Local Health System Integration Act, 2006* and the regulations under the *Local Health System Integration Act, 2006* as it and they may be amended from time to time.

**“Licence”** means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

**“Mandate Letter”** has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from the Minister to the LHIN establishing priorities in accordance with the Premier’s mandate letter to the Minister.

**“Minister”** means the Minister of Health and Long-Term Care.

**“MOHLTC”** means the Minister or the Ministry of Health and Long-Term Care, as is appropriate in the context.

**“Notice”** means any notice or other communication required to be provided pursuant to this Agreement, LHSIA or the Act.

**“Party”** means either of the LHIN or the HSP and **“Parties”** mean both of the LHIN and the HSP.

**“Performance Agreement”** means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement.

**“Performance Corridor”** means the acceptable range of results around a Performance Target.

**“Performance Factor”** means any matter that could or will significantly affect a Party’s ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the LHIN, whether by PICB or otherwise.

**“Performance Indicator”** means a measure of HSP performance for which a Performance Target is set; Technical specifications of specific Performance Indicators can be found in the “L-SAA 2016-19 Indicator Technical Specifications” document.

**“Performance Standard”** means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

**“Performance Target”** means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

**“PICB”** means Performance Improvement and Compliance Branch of MOHLTC, or any other Branch or organizational unit of MOHLTC that may succeed or replace it.

**“Planning Submission”** means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN.

**“Policy Web Pages”** means the web pages available at [www.health.gov.on.ca/lsaapolicies](http://www.health.gov.on.ca/lsaapolicies), and at [www.health.gov.on.ca/erssldpolitique](http://www.health.gov.on.ca/erssldpolitique) or such other URLs or Web pages as the LHIN or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc\\_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html).

**“RAI MDS Tools”** means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

**“Reports”** means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement.

**“Resident”** has the meaning ascribed to the term “resident” under the Act.

**“Review”** means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP’s financial statements.

**“Schedule”** means any one of, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement and includes:

- Schedule A. Description of Home and Beds;
- Schedule B. Additional Terms and Conditions Applicable to the Funding Model;
- Schedule C. Reporting Requirements;
- Schedule D. Performance; and
- Schedule E. Form of Compliance Declaration.

**“Services”** means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

**“Service Volume”** means a measure of Services for which a Performance Target is set.

**1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

## **ARTICLE 2. ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT**

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2019 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.
- 2.3 Notice.** Notice was given to the HSP that the LHIN intended to enter into this Agreement. The HSP hereby acknowledges receipt of such Notice in accordance with the terms of LHSIA.
- 2.4 Prior Agreements.** The Parties acknowledge and agree that all prior agreements for the Services are terminated.

## **ARTICLE 3. ARTICLE 3.0 - PROVISION OF SERVICES**

### **3.1 Provision of Services.**

- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
- (1) the terms of this Agreement;
  - (2) Applicable Law; and
  - (3) Applicable Policy.
- (b) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (c) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

### **3.2 Subcontracting for the Provision of Services.**

- (a) The Parties acknowledge that, subject to the provisions of the Act and LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

**3.3 Conflict of Interest.** The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

**3.4 Digital Health.** The HSP agrees to:

- (a) assist the LHIN to implement provincial e-health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN, as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submission, plans for achieving Digital Health priority initiatives.

**3.5 Minister's Mandate Letter.** The LHIN will receive a Mandate Letter from the Minister annually. Each Mandate Letter articulates areas of focus for the LHIN, and the Minister's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

**3.6 French Language Services.**

**3.6.1** The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

**3.6.2** If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work toward applying the principles of Active Offer in the provision of services;

- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

**3.6.3 If Identified.** If the HSP is Identified it will:

- (a) work toward applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community;
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

**3.6.4 If Designated.** If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA ;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by notice, require;
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

## **ARTICLE 4. ARTICLE 4.0 - FUNDING**

**4.1 Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the Term, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

**4.2 Conditions of Funding.**

- (a) The HSP will:

- (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
  - (2) not use the Funding for compensation increases prohibited by Applicable Law;
  - (3) meet all obligations in the Schedules;
  - (4) fulfill all other obligations under this Agreement; and
  - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

**4.3 Limitation on Payment of Funding.** Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds,
  - (1) if the Minister or the Director so directs under the terms of the Act;
  - (2) while the Home is under the control of an Interim Manager pursuant to section 157 of the Act; or
  - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

**4.4 Additional Funding.** Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

**4.5 Appropriation.** Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

**4.6 Procurement of Goods and Services.**

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies,

equipment or services with the Funding it will do so through a process that is consistent with this policy.

- 4.7 Disposition.** The HSP will not sell, lease or otherwise dispose of any assets purchased with Funding, except as may be required by Applicable Law or otherwise in accordance with Applicable Policy.

## **ARTICLE 5. ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING**

### **5.1 Adjustment of Funding.**

- (a) The LHIN may adjust the Funding in any of the following circumstances:
- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
  - (2) on a change to the Services;
  - (3) if required by either the Director or the Minister under the Act;
  - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
  - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding and/or through the adjustment of the amount of any future funding installments. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under 5.1 (a) (4) or (5), LHIN shall take into account the following principles:
- (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
  - (2) the HSP should not gain from a breach of this Agreement;
  - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
  - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

- 5.2 Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

### 5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the Parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

### 5.4 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

**5.5 Interest Rate.** The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

## ARTICLE 6. ARTICLE 6.0 - PLANNING & INTEGRATION

### 6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN and may be required to incorporate (1) prudent multi-year financial forecasts; (2) plans for the achievement of Performance Targets; and (3) realistic risk management strategies. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.
- (c) **Multi-year Planning Targets.** Parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the Term and the LHIN is able to provide the HSP with multi-year planning targets, (the HSP acknowledges that these targets are: (1) targets only, (2) provided solely for the purposes of planning, (3) are subject to confirmation and (4) may be changed at the discretion of the LHIN. The HSP will proactively manage the risks

associated with multi-year planning and the potential changes to the planning targets. The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the Parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least six months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

## 6.2 Community Engagement & Integration Activities

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place, and utilize, effective mechanisms for engaging families and patients to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN.

## 6.3 Planning and Integration Activity Pre-proposals.

- (a) **General:** A pre-proposal process has been developed to (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
  - (1) the HSP is considering an integration, or an integration of services, as defined in LHSIA between the HSP and another person or entity;
  - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services;
  - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or
  - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal:** Use of the pre-proposal process is not formal Notice of a proposed integration under section. 27 of LHSIA. LHIN

consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by section 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of section 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which section 27 may apply.

**6.4 Proposing Integration Activities in the Planning Submission.** No integration activity described in section 6.3 may be proposed in a Planning Submission unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

**6.5 Termination of Designation of Convalescent Care Beds.**

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the LHIN at least six months' prior written Notice. Such Notice shall include:
  - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the six month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
  - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the six month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the six month Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

- (c) The LHIN may terminate the designation of the convalescent care Beds at any time by giving at least six months' prior written Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the LHIN with:
  - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the six month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,
  - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the six month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

**6.6** In this Article 6, the terms “integrate”, “integration” and “services” have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

(a) “**service**” includes;

- (1) a service or program that is provided directly to people,
- (2) a service or program, other than a service or program described in clause (1), that supports a service or program described in that clause, or
- (3) a function that supports the operations of a person or entity that provides a service or program described in clause (1) or (2).

(b) “**integrate**” includes;

- (1) to co-ordinate services and interactions between different persons and entities,
- (2) to partner with another person or entity in providing services or in operating,
- (3) to transfer, merge or amalgamate services, operations, persons or entities,
- (4) to start or cease providing services,
- (5) to cease to operate or to dissolve or wind up the operations of a person or entity,

and “**integration**” has a similar meaning.

## **ARTICLE 7. ARTICLE 7.0 - PERFORMANCE**

**7.1 Performance.** The Parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

**7.2 Performance Factors.**

(a) Each Party will notify the other Party of the existence of a Performance Factor, as soon as reasonably possible after the Party becomes aware of the Performance Factor. The Notice will:

- (1) describe the Performance Factor and its actual or anticipated impact;
- (2) include a description of any action the Party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
- (3) indicate whether the Party is requesting a meeting to discuss the Performance Factor; and
- (4) address any other issue or matter the Party wishes to raise with the other Party.

(b) The recipient Party will provide a written acknowledgment of receipt of the Notice

within seven Days of the date on which the Notice was received (“Date of the Notice”).

- (c) Where a meeting has been requested under section 7.2(a), the Parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either Party.

**7.3 Performance Meetings.** During a meeting on performance, the Parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the “Performance Improvement Process”).

**7.4 The Performance Improvement Process.**

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
  - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
  - (2) the conduct of a Review;
  - (3) a revision and amendment of the HSP’s obligations; and
  - (4) an in-year, or year end, adjustment to the Funding,among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

**ARTICLE 8. ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW**

**8.1 Reporting.**

- (a) **Generally.** The LHIN’s ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP’s control.
- (b) **Specific Obligations.** The HSP:
  - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the

- Reports other than personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement or LHSIA or for the purposes that are prescribed under any Applicable Law;
- (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
  - (3) will fulfil the specific reporting requirements set out in Schedule C;
  - (4) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
  - (5) agrees that every Report submitted by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **RAI MDS.** Without limiting the foregoing, the HSP
  - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
  - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents (RAI MDS Data);
  - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
  - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Health Quality Ontario.** The HSP will submit a Quality Improvement Plan to Health Quality Ontario that is aligned with this Agreement and supports local health system priorities.
- (e) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (f) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied

with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended from time to time through the term of this Agreement.

- (g) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of either LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be taken from funding designated for this purpose in Schedule B as follows:
- (1) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00), and
  - (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

## 8.2 Reviews.

- (a) During the term of this Agreement and for seven years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
- (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services, and
  - (2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law or Applicable Policy.
- (c) To assist in respect of the rights set out in (b) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.
- (e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

**8.3 Document Retention and Record Maintenance.** The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven (7) years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

**8.4 Disclosure of Information.**

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The Parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing Party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

**8.5. Transparency.** The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

**8.6 Auditor General.** For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act (Ontario)*.

**ARTICLE 9. ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT**

**9.1 Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

**9.2 Acknowledgment of Funding Support.**

- (a) The HSP agrees all publications will include
  - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in

- any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and
- (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

## **ARTICLE 10. ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS**

**10.1 General.** The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

**10.2 Execution of Agreement.** The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

**10.3 Governance.**

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
- (1) that set out one or more codes of conduct for, and that identify, the ethical obligations for all persons at all levels of the HSP's organization;
- (2) to ensure the ongoing effective functioning of the HSP;
- (3) for effective and appropriate decision-making;

- (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
  - (5) for the prudent and effective management of the Funding;
  - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and LHSIA;
  - (7) to enable the preparation, approval and delivery of all Reports;
  - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
  - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that it:
- (1) has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO;
  - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
  - (3) will enforce the HSP's rights under the Performance Agreement.

**10.4 Funding, Services and Reporting.** The HSP represents warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement:
- (b) the Services are and will continue to be provided:
  - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
  - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is, and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report.

**10.5 Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

**ARTICLE 11. ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE**

**11.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

**11.2 Same.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers

required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

**11.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

**11.4 Insurance.**

- (a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the HSP would maintain including, but not limited to, the following at its own expense.

- (1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:
- A. The Indemnified Parties as additional insureds,
  - B. Contractual Liability,
  - C. Cross-Liability,
  - D. Products and Completed Operations Liability,
  - E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage,
  - F. Tenants Legal Liability (for premises/building leases only),
  - G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
  - H. A thirty-Day written notice of cancellation, termination or material change.

- (2) **Proof of WSIA Coverage.** Unless the HSP put into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid Workplace Safety

and Insurance Act, 1997 (WSIA) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
  - (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
  - (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

## ARTICLE 12. ARTICLE 12.0 - TERMINATION

### 12.1 Termination by the LHIN.

- (a) **Immediate Termination.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
  - (2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - (3) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
  - (4) the Home has been closed in accordance with the Act; or
  - (5) as provided for in section 4.6, the LHIN does not receive the necessary funding from the MOHLTC.
- (b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the LHIN

will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the LHIN will terminate this Agreement:
- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
  - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and
- the LHIN may then terminate this Agreement in accordance with the Notice.

## 12.2 Termination of Services by the HSP.

- (a) Except as provided in 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.
- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a License in whole or in part, the HSP will comply with section 6.3 of this Agreement. Notice under section 27 of LHSIA will not be effective unless accompanied by a transition plan that is acceptable to the LHIN, if such a transition plan is requested pursuant to section 6.3.

## 12.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
  - (1) cancel all further Funding instalments;
  - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
  - (3) determine the HSP's reasonable costs to wind down the Services;and

- (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 12.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

**12.4 Effective Date.** Termination under this Article will take effect as set out in the Notice.

**12.5 Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

### **ARTICLE 13. ARTICLE 13.0 - NOTICE**

**13.1 Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, or sent by facsimile or email with confirmation of receipt, or by any form of mail where evidence of receipt is provided by the post office. When a Notice is sent by email, a confirmation of receipt shall include acknowledgment by the Notice recipient of an automated request for receipt, or a written email reply from the Notice recipient acknowledging receipt. A Notice will be addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the LHIN:

South West Local Health Integration Network  
356 Oxford Street West  
London, ON N6H 1T3

Attention:  
Kelly Gillis  
Interim Co-Chief Executive Officer

Email: Kelly.gillis@lhins.on.ca  
Fax: (519) 472-7438  
Telephone: (519) 473-2222

To the HSP:

Dearness Home for Senior Citizens  
710 Southdale Road East  
London, ON N6E 1R8

Attention  
Sandra Datars Bere  
Managing Director Housing, Social  
Services and Dearness Home

Email: sdatarsb@london.ca

**13.2 Notices Effective From.** A Notice will be effective at the time the delivery is made if the Notice is delivered personally or by pre-paid courier. If delivered by mail, a Notice will be effective five business days after the day it was mailed. A Notice that is delivered by facsimile or by email will be effective when its receipt is acknowledged as required by this Article.

### **ARTICLE 14. ARTICLE 14.0 - INTERPRETATION**

**14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

- 14.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.
- 14.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 14.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

## **ARTICLE 15. ARTICLE 15.0 - ADDITIONAL PROVISIONS**

- 15.1 Currency.** All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 15.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 15.3 Terms and Conditions on Any Consent.** Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.
- 15.4 Waiver.** A Party may only rely on a waiver of the Party's failure to comply with any term of this Agreement if the other Party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 15.5 Parties Independent.** The Parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.
- 15.6 LHIN is an Agent of the Crown.** The Parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 15.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the

LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and LHSIA, nor the right to exercise its right under these statutes at any time.

- 15.8 No Assignment.** The HSP will not assign either this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 15.9 Governing Law.** This Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.
- 15.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.4, 4.6, 10.4, 10.5 and 12.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 15.11 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 15.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 15.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**ARTICLE 16. ARTICLE 16.0 - ENTIRE AGREEMENT**

**16.1 Entire Agreement.** This Agreement together with the appended Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

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

**South West Local Health Integration Network**

By:

\_\_\_\_\_  
Andrew Chunilall, Interim Board Chair

\_\_\_\_\_  
Date

And by:

\_\_\_\_\_  
Kelly Gillis, Interim Co-CEO

\_\_\_\_\_  
Date

**The Corporation of the City of London  
Dearness Home for Senior Citizens**

By:

\_\_\_\_\_  
Matt Brown, Mayor

\_\_\_\_\_  
Date

I have authority to bind the HSP

And by:

\_\_\_\_\_  
Catharine Saunders, City Clerk

\_\_\_\_\_  
Date

I have authority to bind the HSP

## Schedule A: Description of Home and Beds

A.1 General Information				
LTCH Legal Name / Licensee	The Corporation of the City of London			
LTCH Common Name	Dearness Home for Senior Citizens			
LTCH Facility ID Number LTCH Facility (master number for RAI MDS)	H11483			
Address	710 Southdale Rd East			
City	London , Ontario	Postal Code	N6E 1R8	
Geography served (catchment area)	City of London			
Accreditation organization	CARF			
Date of Last Accreditation	2016	Year(s) Awarded	3 Years	
French Language Services (FLS)	Identified Y/N	N	Designated Y/N	N

A.2 Licensed or Approved Beds & Classification / Bed Type							
Bed Types	Total # of Beds					Term of Licence	Comments/Additional Information
	A	B	C	D	New		
Regular Long Stay Beds	241					-	Municipal Home
Convalescent Care Beds							
Respite Beds	2					Approved for 2018	
Beds in Abeyance							
ELDCAP Beds							
Interim Beds							
Veterans' Priority Access beds							
Other beds *							
<b>Sub Total # all Bed Types</b>	243						
<b>Total # all Bed Types</b>	243						

\*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

## Schedule A: Description of Home and Beds Cont'd

A.3 Structural Information					
<b>Type of Room</b> <i>(this refers to structural layout rather than what is charged in accommodations)</i>					
Number of rooms with 1 bed	243	Number of rooms with 2 beds		Number of Floors	5
Number of rooms with 3 beds		Number of rooms with 4 beds		Total # Rooms	243
Original Construction Date (Year)	2004				
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 2) 3) 4)				
<b>Number of Units/Resident Home Areas and Beds</b>					
<i>Unit/Resident Home Area</i>				<i>Number of Beds</i>	
<b>9 Units</b>				<b>27 beds each unit</b>	

## Schedule B

### Additional Terms and Conditions Applicable to the Funding Model

**1.0 Background.** The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

**2.0 Additional Definitions.** Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

**"Approved Funding"** means the allowable subsidy for the Term determined by reconciling the Estimated Provincial Subsidy (as defined below) in accordance with Applicable Law and Applicable Policy

**"Construction Funding Subsidy" or "CFS"** means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

**"CFS Commitments"** means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home, in effect between the HSP and the LHIN on June 30, 2010, and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

**"Envelope"** is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

**"Estimated Provincial Subsidy"** means the estimated provincial subsidy calculated in accordance with Applicable Policy.

**"Reconciliation Reports"** means the reports required by Applicable Policy including the Long-term Care Home Annual Report and, the In-Year Revenue/Occupancy Report.

**"Term"** means the term of this Agreement.

### 3.0 Provision of Funding.

**3.1** In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

**3.2** The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22<sup>nd</sup>) day of each month of the Term.

**3.3** CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any termination of this Agreement.

#### **4.0 Use of Funding.**

**4.1** Unless otherwise provided in this Schedule B, the HSP shall use All Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

**4.2** The HSP shall not transfer any portion of the Estimated Provincial Subsidy in the “Raw Food” Envelope to any other Envelope:

**4.3** The HSP may transfer all or any of the part of the Estimated Provincial Subsidy for the Other Accommodation Envelope to any other Envelope without the prior written approval of the LHIN, provided that the HSP has complied with the standards and criteria for the “Other Accommodation” Envelope as set out in Applicable Policy.

**4.4** The HSP may transfer any part of the Estimated Provincial Subsidy in the (a) Nursing and Personal Care” Envelope; or (b) the “Program and Support Services Envelope; to any Envelope other than the Other Accommodation Envelope without the prior written approval of the LHIN provided that the transfer is done in accordance with Applicable Policy.

**4.5** In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the “Other Accommodation” Envelope.

#### **5.0 Construction Funding Subsidies.**

**5.1** Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

**5.2** The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has agreed in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written agreement.

**5.3** Where this Agreement establishes or requires a service requirement that surpasses

the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

**5.4** MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

## **6.0 Reconciliation.**

**6.1** The HSP shall complete the Reconciliation Reports and submit them to MOHLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

**6.2** The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Approved Funding.

**6.3** In accordance with the Applicable Law and Applicable Policy, if the Estimated Provincial Subsidy paid to the HSP exceeds the Approved Funding for any period, the excess is a debt due and owing by the HSP to the Crown in right of Ontario which shall be paid by the HSP to the Crown in right of Ontario and, in addition to any other methods available to recover the debt, the LHIN may deduct the amount of the debt from any subsequent amounts to be provided by the LHIN to the HSP. If the Estimated Provincial Subsidy paid for any period is less than the Approved Funding, the LHIN shall provide the difference to the HSP.

## Schedule C – Reporting Requirements

<b>1. In-Year Revenue/Occupancy Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2016 – Jan 01-16 to Sept 30-16	By October 15, 2016
2017 – Jan 01-17 to Sept 30-17	By October 15, 2017
2018 – Jan 01-18 to Sept 30-18	By October 15, 2018
<b>2. Long-Term Care Home Annual Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2016 – Jan 01-16 to Dec 31-16	By September 30, 2017
2017 – Jan 01-17 to Dec 31-17	By September 30, 2018
2018 – Jan 01-18 to Dec 31-18	By September 30, 2019
<b>3. French Language Services Report</b>	
<b>Fiscal Year</b>	<b>Due Dates</b>
2016-17 – Apr 01-16 to March 31-17	April 28, 2017
2017-18 – Apr 01-17 to March 31-18	April 30, 2018
2018-19 – Apr 01-18 to March 31-19	April 30, 2019
<b>4. OHRs/MIS Trial Balance Submission</b>	
<b>2016-2017</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-16- to Sept 30-16 (Fiscal Year)	October 31, 2016
Q2 – Jan 01-16 to Jun 30-16 (Calendar Year)	
Q3 – Apr 01-16- to Dec 31-16 (Fiscal Year)	January 31, 2017 – Optional Submission
Q3 – Jan 01-16 to Sept 30-16 (Calendar Year)	
Q4 – Apr 01-16- to March 31-17 (Fiscal Year)	May 31, 2017
Q4 – Jan 01-16 to Dec 31-16 (Calendar Year)	
<b>2017-2018</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-17 to Sept 30-17 (Fiscal Year)	October 31, 2017
Q2 – Jan 01-17 to June 30-17 (Calendar Year)	
Q3 – Apr 01-17 to Dec 31-17 (Fiscal Year)	January 31, 2018 – Optional Submission
Q3 – Jan 01-17 to Sept 30-17 (Calendar Year)	
Q4 – Apr 01-17 to March 31-18 (Fiscal Year)	May 31, 2018
Q4 – Jan 01-17 to Dec 31-17 (Calendar Year)	
<b>2018-2019</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-18 to Sept 30-18 (Fiscal Year)	October 31, 2018
Q2 – Jan 01-18 to June 20-18 (Calendar Year)	
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year)	January 31, 2019 – Optional Submission
Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	
Q4 – Apr 01-18 to March 31-19 (Fiscal Year)	May 31, 2019
Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	
<b>5. Compliance Declaration</b>	
<b>Funding Year</b>	<b>Due Dates</b>
January 1, 2016 – December 31, 2016	March 1, 2017
January 1, 2017 – December 31, 2017	March 1, 2018
January 1, 2018 – December 31, 2018	March 1, 2019

<sup>1</sup> These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

## Schedule C – Reporting Requirements Cont'd

<b>6. Continuing Care Reporting System (CCRS)/RAI MDS</b>	
<b>Reporting Period</b>	<b>Estimated Final Due Dates<sup>1</sup></b>
2016-2017 Q1	August 31, 2016
2016-2017 Q2	November 30, 2016
2016-2017 Q3	February 28, 2017
2016-2017 Q4	May 31, 2017
2017-2018 Q1	August 31, 2017
2017-2018 Q2	November 30, 2017
2017-2018 Q3	February 28, 2018
2017-2018 Q4	May 31, 2018
2018-2019 Q1	August 31, 2018
2018-2019 Q2	November 30, 2018
2018-2019 Q3	February 28, 2019
2018-2019 Q4	May 31, 2019
<b>7. Staffing Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
January 1, 2016 – December 31, 2016	July 7, 2017
January 1, 2017 – December 31, 2017	July 6, 2018
January 1, 2018 – December 31, 2018	July 5, 2019
<b>8. Quality Improvement Plan</b>	
<b><i>(submitted to Health Quality Ontario (HQO))</i></b>	
<b>Planning Period</b>	<b>Due Dates</b>
April 1, 2016 – March 31, 2017	April 1, 2016
April 1, 2017 – March 31, 2018	April 1, 2017
April 1, 2018 – March 31, 2019	April 1, 2018

## Schedule D – Performance

### 1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:

- *n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
- *tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator	2018/19	
		Performance	
		Target	Standard
<b>Organizational Health and Financial Indicators</b>	Debt Service Coverage Ratio (P)	n/a	n/a
	Total Margin (P)	n/a	n/a
<b>Coordination and Access Indicators</b>	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from LHIN Determination of Eligibility to LTC Home Response (E)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
<b>Quality and Resident Safety Indicators</b>	Percentage of Residents Who Fell in the Last 30 days (E)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (E)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (E)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (E)	n/a	n/a

## Schedule D – Performance

### 2.0 LHIN-Specific Performance Obligations

- a) Number of residents with responsive behaviours that the LTC Home has discharged (including a refusal to accept resident back to the LTC Home following an Emergency Department (ED) visit or hospital admission) and reasons for the LTC Home discharge.
- b) One to one staffing to support residents with responsive behaviours (# of unique residents, total 1:1 hours, % supported by High Intensity Needs Funding (HINF) or Behavioural Supports Ontario (BSO) embedded staff or nursing envelope).
- c) Best Practice Palliative Care

Annual reporting (via Survey Monkey) on the most significant contribution to advancing or improving best practice palliative care in the past 12 months and plans for next year.

Examples could include:

- Implementing best practices;
- Adopting early identification tools;
- Advanced care planning;
- Participating in Hospice Palliative Care (HPC) network meetings;
- Reviewing regional scorecard;
- Training staff in Fundamentals/APCE/CAPCE;
- Receiving and sharing updated from the local HPC collaborative;
- Quality Improvement Plans (QIP) activities related to HPC;
- Participating in local HPC quality improvement activities;
- Accessing Secondary Level Consultation teams.

- d) Thehealthline.ca

South West LHIN Health Service Providers agree to regularly update, and annually review, site-specific programs and services information, as represented within thehealthline.ca website.

- e) The South West LHIN believes that the health system has a collective responsibility to take action to improve the experience of care for Indigenous Peoples through participating in the Indigenous Cultural Safety (ICS) Program. The ICS training program is an important quality initiative designed to support health service providers in understanding their role in reconciliation, leading to improvements in the Indigenous patient experience. This training involves understanding the ongoing impacts of colonialization, resulting health inequalities and can serve as the foundation to developing collaborative relationships with Indigenous Communities to build improvements and reduce disparities.

## Schedule D – Performance

Therefore, Health Service Providers are to submit an annual ICS training plan to [swlhinreporting@lhins.on.ca](mailto:swlhinreporting@lhins.on.ca) with “ICS Training Plan” as the subject by May 31, 2018. This plan should reflect the organizations’ goals for cultural competency training, which may include but is not restricted to, the online Indigenous Cultural Safety (ICS) training program.

Organizations can register staff in the online ICS program in accordance with their training plan at any time by email to [Vanessa.Ambtman@lhins.on.ca](mailto:Vanessa.Ambtman@lhins.on.ca).

Additional information on ICS Registration can be found at:

[http://www.southwestlhins.on.ca/~media/sites/sw/PDF/Community%20Engagement/Aboriginal/ICS%20Registration 1819.pdf?la=en](http://www.southwestlhins.on.ca/~media/sites/sw/PDF/Community%20Engagement/Aboriginal/ICS%20Registration%201819.pdf?la=en)

f) French Language Services (FLS) – Non-Identified Health Service Providers (HSP)

The HSP will:

- Identify a lead/team to work with the South West LHIN French Language Services (FLS) Planner by April 30, 2018
- Work towards use of specified linguistic variable from the FLS toolkit
- Ensure compliance with the Guide to Requirements and Obligations Pertaining to French Language Health Services available at: [http://www.health.gov.on.ca/en/public/programs/flhs/docs/Guide\\_to\\_FLHS\\_FINAL.pdf](http://www.health.gov.on.ca/en/public/programs/flhs/docs/Guide_to_FLHS_FINAL.pdf)
- Ensure compliance to reporting requirements that demonstrates how the HSP will address the needs of its local Francophone community that includes:
  - Collecting and reporting of French Language Services data and indicators using the provincial OZi tool\*

\*a web-based portal to collect quantitative data regarding the offer of French language services

Submission deadlines and supporting resources will be communicated and posted to the South West LHIN website by March 1st, 2018.

## Schedule E – Form of Compliance Declaration

### DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

**To:** The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the “LHIN”). Attn: Board Chair.

**From:** The Board of Directors (the “Board”) of the [insert name of License Holder] (the “HSP”)

**For:** [insert name of Home] (the “Home”)

**Date:** [insert date]

**Re:** [January 1, 201x – December 31, 201x] (the “Applicable Period”)

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The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board’s knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the “Agreement”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (ii) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (iii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2016.

[insert name of individual authorized by the Board to make the Declaration on the Board’s behalf],  
[insert title]

## **Schedule E – Form of Compliance Declaration Cont’d.**

### **Appendix 1 - Exceptions**

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

Bill No. 133  
2018

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

A By-law to approve the 2018-2019 Multi- Sector Service Accountability Agreement between The Corporation of the City of London and the South West Local Health Integration Network, for funding for the Adult Day Program; and to authorize the Mayor and the City Clerk to execute such agreement.

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

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network under the Local Health System Integration Act, 2006;

AND WHEREAS a Local Health Integration network, established under the Local Health System Integration Act, 2006, may provide funding to a health service provider, defined to include a municipality maintaining a long-term care home, in respect of services that the service provider provides in or for the geographic area of the network;

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

1. The 2018-2019 Multi-Sector Accountability Agreement (M-SAA) to be entered into between The Corporation of the City of London and the South West Local Health Integration Network, for the provision of funding with respect to the Adult Day Program, attached as Schedule "A" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved in section 1 above.
3. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading - March 27, 2018  
Second reading - March 27, 2018  
Third reading – March 27, 2018

**MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT**  
**April 1, 2018 to March 31, 2019**

**SERVICE ACCOUNTABILITY AGREEMENT**

**with**

**The Corporation of the City of London**

**Effective Date: April 1, 2018**

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B -	Service Plan
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E -	Performance
F -	Project Funding Agreement Template
G -	Declaration of Compliance

**THE AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2018

**BETWEEN :**

**SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (the “LHIN”)**

- and -

**The Corporation of the City of London (the “HSP”)**

**Background:**

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* (“LHSIA”), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely “to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks”.

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA and the Patient’s First: Action Plan for Health Care (“Patients First”), intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA and Patients First. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN, from time to time; in the provincial strategic plan for the health system; and, in the LHIN’s Integrated Health Services Plan.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

## ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 **Definitions.** In this Agreement the following terms will have the following meanings:

“**Accountability Agreement**” means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement;

“**Active Offer**” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

“**Agreement**” means this agreement and includes the Schedules, as amended from time to time;

“**Annual Balanced Budget**” means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

“**Applicable Law**” means all federal, provincial or municipal laws, regulations, common law, any orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement;

“**Applicable Policy**” means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the LHIN, the MOHLTC or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule D;

“**Board**” means:

(1) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the LHIN and is:

- (a) a corporation, the board of directors;
  - (b) a First Nation, the band council; and
  - (c) a municipality, the municipal council;
- and,

(2) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and is:

- (a) a corporation, the board of directors;
- (b) a First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;

“**Budget**” means the budget approved by the LHIN and appended to this Agreement in Schedule B;

“**CEO**” means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

“**Chair**” means, if the HSP is:

- (a) a corporation, the Chair of the Board;
- (b) a First Nation, the Chief; and
- (c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

“**Compliance Declaration**” means a compliance declaration substantially in the form set out in Schedule G;

“**Confidential Information**” means information that is: (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

“**Conflict of Interest**” in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

- (a) the HSP;
- (b) a member of the HSP’s Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP’s decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

“**Controlling Shareholder**” of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

“**Days**” means calendar days;

“**Digital Health**” has the meaning ascribed to it in the Accountability Agreement and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

**Designated** means designated as a public service agency under the FLSA;

**Effective Date** means April 1, 2018;

**Explanatory Indicator** means a measure of the HSP's performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the "MSAA Indicator Technical Specifications document".

**FIPPA** means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made it as it and they may be amended from time to time;

**FLSA** means the *French Language Services Act* and the regulations made under the *French Language Services Act*, as it and they may be amended from time to time;

**Funding** means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

**Funding Year** means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

**HSP's Personnel and Volunteers** means the controlling shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

**Identified** means identified by the LHIN or the Ministry to provide French language services;

**Indemnified Parties** means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified parties also includes any person participating on behalf of the LHIN in a Review;

**Interest Income** means interest earned on the Funding;

**LHIN Cluster** has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities.

**LHSIA** means the *Local Health System Integration Act, 2006*, and the regulations made under it, as it and they may be amended from time to time;

**Mandate Letter** has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from the Minister to the LHIN establishing priorities in accordance with the Premier's mandate letter to the Minister.

**MOHLTC** means the Minister or the Ministry of Health and Long-Term Care, as the context requires;

**“MSAA Indicator Technical Specifications document”** means, as the context requires, either or both of the document entitled “Multi-Sector Service Accountability Agreement 2014-19: Indicator Technical Specifications October 20, 2017” and the document entitled “2016-17 Multi-Sector Service Accountability Agreements (MSAA) Target and Corridor Setting Guideline” as they may be amended or replaced from time to time;

**“Notice”** means any notice or other communication required to be provided pursuant to this Agreement or LHSIA;

**“Performance Agreement”** means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP’s annual quality improvement plan under the *Excellent Care for All Act, 2010*;

**“Performance Corridor”** means the acceptable range of results around a Performance Target.

**“Performance Factor”** means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement;

**“Performance Indicator”** means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

**“Performance Standard”** means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

**“Performance Target”** means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

**“person or entity”** includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

**“Planning Submission”** or **“CAPS”** or **“Community Accountability Planning Submission”** means the HSP Board approved planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN;

**“Program Parameter”** means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

**“Project Funding Agreement”** means an agreement in the form of Schedule F that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in Schedule A;

**“Reports”** means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA or this Agreement;

“**Review**” means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP’s financial statements;

“**Schedule**” means any one of, and “**Schedules**” mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

**Schedule A:** Description of Services

**Schedule B:** Service Plan

**Schedule C:** Reports

**Schedule D:** Directives, Guidelines and Policies

**Schedule E:** Performance

**Schedule F:** Project Funding Agreement Template

**Schedule G:** Declaration of Compliance

“**Service Plan**” means the Operating Plan and Budget appended as Schedule B;

“**Services**” means the care, programs, goods and other services described in Schedule A and in any Project Funding Agreement executed pursuant to this Agreement.

“**Services**” includes the type, volume, frequency and availability of the care, programs, goods and other services;

“**Service Volume**” means a measure of Services for which a Performance Target is set;

“**Transition Plan**” means a transition plan, acceptable to the LHIN that indicates how the needs of the HSP’s clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

“**2014-18 MSAA**” means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

- 1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless

separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

- 1.3 **MSAA Indicator Technical Specification Document.** This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications Document.

## **ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT**

- 2.1 **Term.** The term of this Agreement will commence on the Effective Date and will expire on March 31, 2019 unless terminated earlier or extended pursuant to its terms.
- 2.2 **A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.

## **ARTICLE 3.0 - PROVISION OF SERVICES**

### **3.1 Provision of Services.**

- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
- (1) the terms of this Agreement, including the Service Plan;
  - (2) Applicable Law; and
  - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule E.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

### **3.2 Subcontracting for the Provision of Services.**

- (a) The parties acknowledge that, subject to the provisions of LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 **Conflict of Interest.** The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 **Digital Health.** The HSP agrees to:

- (a) assist the LHIN to implement provincial e-health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

3.5 **French Language Services.**

3.5.1 The LHIN will provide the MOHLTC “Guide to Requirements and Obligations of LHIN French Language Services” to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.5.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work towards applying the principles of Active Offer in the provision of services;
- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.5.3 **If Identified.** If the HSP is Identified it will:

- (a) work towards applying the principles of Active Offer in the provision of services;

- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community;
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

**3.5.4 If Designated.** If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA ;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by notice, require;
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

3.6 **Minister's Mandate Letter language.** The LHIN will receive a Mandate Letter from the Minister annually. Each Mandate Letter articulates areas of focus for the LHIN, and the Minister's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule E as appropriate to further advance any priorities set put in a Mandate Letter.

3.7 **Policies, Guidelines, Directives and Standards.** Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule D.

## **ARTICLE 4.0 - FUNDING**

4.1 **Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:

- (a) will provide the funds identified in Schedule B to the HSP for the purpose of providing or ensuring the provision of the Services;
- (b) and

- (c) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 **Limitation on Payment of Funding.** Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the funds identified in Schedule B to the date on which this Agreement is signed, if that date is after April 1;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

4.3 **Appropriation.** Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.4 **Additional Funding.**

- (a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule E.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.
- (c) **Funding Increases.** Before the LHIN can make an allocation of additional funds to the HSP, the parties will: (1) agree on the amount of the increase; (2) agree on any terms and conditions that will apply to the increase; and (3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 **Conditions of Funding.**

- (a) The HSP will:
  - (1) fulfill all obligations in this Agreement;
  - (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
  - (3) spend the Funding only in accordance with the Service Plan; and

- (4) plan for and achieve an Annual Balanced Budget.
- (b) The LHIN may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.
- (c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement

#### 4.6 **Interest.**

- (a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services,
  - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or
  - (2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

#### 4.7 **Rebates, Credits and Refunds.** The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

#### 4.8 **Procurement of Goods and Services.**

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

- 4.9 **Disposition.** The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

## ARTICLE 5.0 - REPAYMENT AND RECOVERY OF FUNDING

### 5.1 Repayment and Recovery.

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement.
- (c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the LHIN will require the repayment of the excess Funding.
- (d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may adjust the Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the LHIN may adjust the amount of Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the LHIN.** The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
  - (1) has provided false information to the LHIN knowing it to be false;
  - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
  - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

- 5.2 **Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has

occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

### 5.3 **Settlement and Recovery of Funding for Prior Years.**

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

### 5.4 **Debt Due.**

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.5 **Interest Rate.** The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

## **ARTICLE 6.0 - PLANNING & INTEGRATION**

### 6.1 **Planning for Future Years.**

- (a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a CAPS must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and may be required to incorporate (1) prudent multi-year financial forecasts; (2) plans for the achievement of performance targets; and (3) realistic risk management strategies. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.
- (c) **Multi-year Planning Targets.** Schedule B may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,
  - (1) the HSP acknowledges that if it is provided with planning targets, these targets are: (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation, and (D) may be changed at the

discretion of the LHIN in consultation with the HSP. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and

(2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

## 6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN and in any event, in its year-end report to the LHIN.

## 6.3 Planning and Integration Activity Pre-proposals

- (a) **General.** A pre-proposal process has been developed to: (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration or an integration of services, as defined in LHSIA between the HSP and another person or entity;
- (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
- (3) to identify opportunities to integrate the services of the local health system, other than those identified in (1) or (2) above; or

(4) if requested by the LHIN.

- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

6.4 **Proposing Integration Activities in the Planning Submission.** No integration activity described in section 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

6.5 **Definitions.** In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

## ARTICLE 7.0 - PERFORMANCE

7.1 **Performance.** The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 **Performance Factors.**

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
- (1) describe the Performance Factor and its actual or anticipated impact;
  - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
  - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
  - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within seven Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 **Performance Meetings** During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the “Performance Improvement Process”).

7.4 **The Performance Improvement Process.**

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
  - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
  - (2) the conduct of a Review;
  - (3) a revision and amendment of the HSP’s obligations; and/or
  - (4) an in-year, or year-end, adjustment to the Funding,among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

## **ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW**

8.1 **Reporting.**

- (a) **Generally.** The LHIN’s ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP’s control.
- (b) **Specific Obligations.** The HSP:
  - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in LHSIA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, LHSIA or for the purposes that are prescribed under any Applicable Law;
  - (2) will fulfil the specific reporting requirements set out in Schedule C;

- (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
- (4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **Declaration of Compliance.** Within 90 days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule G and may be amended by the LHIN from time to time through the term of this Agreement.
- (e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:
  - (1) its CAPS is received after the due date;
  - (2) its CAPS is incomplete;
  - (3) the quarterly performance reports are not provided when due; or
  - (4) financial or clinical data requirements are late, incomplete or inaccurate, where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:
    - (1) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
    - (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

## 8.2 **Reviews.**

- (a) During the term of this Agreement and for seven years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
  - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
  - (2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under LHSIA or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.
- (e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

## 8.3 **Document Retention and Record Maintenance.** The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 **Disclosure of Information.**

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, LHSIA, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 **Transparency.** The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

8.6 **Auditor General.** For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

**ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT**

9.1 **Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 **Acknowledgment of Funding Support.**

- (a) The HSP agrees all publications will include
  - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgment in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgment. The LHIN may, at its discretion, decide that an acknowledgment is not necessary; and
  - (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

## ARTICLE 10.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 **General.** The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members meetings.

10.2 **Execution of Agreement.** The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 **Governance.**

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
  - (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
  - (2) to ensure the ongoing effective functioning of the HSP;
  - (3) for effective and appropriate decision-making;
  - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
  - (5) for the prudent and effective management of the Funding;
  - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with LHSIA;
  - (7) to enable the preparation, approval and delivery of all Reports;
  - (8) to address complaints about the provision of Services, the management or governance of the HSP; and

(9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that:

- (1) it has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO that ties the CEO's compensation plan to the CEO's performance;
- (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;
- (3) it will enforce the HSP's rights under the Performance Agreement; and
- (4) any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

**10.4 Funding, Services and Reporting.** The HSP represents warrants and covenants that

- (a) the Funding is, and will continued to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided;
  - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
  - (2) in compliance with Applicable Law and Applicable Policy;
- (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.

**10.5 Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

## **ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE**

**11.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

**11.2 Ibid.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the

terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

11.3 **Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 **Insurance.**

(a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:

(1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:

- a. The Indemnified Parties as additional insureds;
- b. Contractual Liability;
- c. Cross-Liability;
- d. Products and Completed Operations Liability;
- e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
- f. Tenants Legal Liability; (for premises/building leases only);
- g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and,
- h. A thirty-Day written notice of cancellation, termination or material change.

(2) Proof of WSIA Coverage. Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the

HSP will provide the LHIN with a valid Workplace Safety and Insurance Act, 1997 (WSIA) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
  - (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
  - (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

## ARTICLE 12.0 - TERMINATION OF AGREEMENT

### 12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least sixty Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
  - (1) in the opinion of the LHIN:
    - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
    - b. the HSP breaches any material provision of this Agreement;
    - c. the HSP is unable to provide or has discontinued the Services; or
    - d. it is not reasonable for the HSP to continue to provide the Services;

- (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
  - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
  - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
- (1) misuse of Funding;
  - (2) a failure or inability to provide the Services as set out in the Service Plan;
  - (3) a failure to provide the Compliance Declaration;
  - (4) a failure to implement, or follow, a Performance Agreement, Performance Improvement Process or a Transition Plan;
  - (5) a failure to respond to LHIN requests in a timely manner;
  - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
  - (7) a Conflict of Interest that cannot be resolved.
- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

## 12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving six months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:
  - (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
  - (2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

## 12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may

give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN will terminate this Agreement:

- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
  - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.
- (b) **Failure to Remedy.** If the LHIN has provided the HSP with an opportunity to remedy the breach, and:
- (1) the HSP does not remedy the breach within the time period specified in the Notice;
  - (2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
  - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,
- (c) then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.

#### 12.4 **Consequences of Termination.**

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
- (1) cancel all further Funding instalments;
  - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
  - (3) determine the HSP's reasonable costs to wind down the Services; and
  - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).

12.5 **Effective Date.** Termination under this Article will take effect as set out in the Notice.

12.6 **Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

### **ARTICLE 13.0 - NOTICE**

13.1 **Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile

with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

**To the LHIN:**

South West Local Health Integration Network  
356 Oxford Street West  
London, ON N6H 1T3

Attn: Kelly Gillis, Interim Co-Chief Executive Office

Telephone: (519) 473-2222  
Fax: (519) 472-7438  
Email: Kelly.gillis@lhins.on.ca

**To the HSP:**

The Corporation of the City of London  
300 Dufferin Avenue  
PO Box 5035  
London, ON N6A 4L9

Attn: Sandra Datars Bere, Managing Director Housing, Social Services and Dearness Home

Email : sdatarsb@london.ca

- 13.2 **Notices Effective From.** A Notice will be deemed to have been duly given one business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given one business day after the facsimile or email was sent.

**ARTICLE 14.0 - ADDITIONAL PROVISIONS**

- 14.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 **Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.4 **Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer,

partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

- 14.5 **LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.6 **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including LHSIA, nor the right to exercise its rights under these statutes at any time.
- 14.7 **No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.8 **Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.9 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement. [NTD: may need to be updated]
- 14.10 **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.11 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**ARTICLE 15.0 - ENTIRE AGREEMENT**

15.1 **Entire Agreement.** This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the LHIN has provided Funding to the HSP pursuant to an amendment to the Multi-Sector Accountability Agreement April 1, 2014 to March 31, 2018 or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

The parties have executed this Agreement on the dates set out below.

**South West Local Health Integration Network**

By:

\_\_\_\_\_  
Andrew Chunilall, Interim Board Chair

\_\_\_\_\_  
Date

And by:

\_\_\_\_\_  
Kelly Gillis, Interim Co-CEO

\_\_\_\_\_  
Date

**The Corporation of the City of London  
Dearness Home for Senior Citizens**

By:

\_\_\_\_\_  
Matt Brown, Mayor  
I have authority to bind the HSP

\_\_\_\_\_  
Date

And by:

\_\_\_\_\_  
Catharine Saunders, City Clerk  
I have authority to bind the HSP

\_\_\_\_\_  
Date

Schedule A1: Description of Services  
2018-2019

Health Service Provider: CORPORATION OF THE CITY OF LONDON

Services Provided - With LHIN Funding		Catchment Area Served																								
Service	London City	Within LHIN										Other LHIN Areas														
		Area 2	Area 3	Area 4	Area 5	Area 6	Area 7	Area 8	Area 9	Area 10	ALL	ES	SW	WW	HNNB	CW	MH	TC	CEN	CE	SE	CH	NS	NE	NW	
72 5 82 20 CSS IH - Day Services	X																									

## Schedule A2: Population and Geography

### 2018-2019

**Health Service Provider: CORPORATION OF THE CITY OF LONDON**

#### Client Population

The Dearness Home Adult Day Program serves 30 clients per day, 5 days per week with approximately 85% of our clients assessing our program 2 or more days per week. Currently approximately 90% of the clients are over the age of 65. We care for clients with multiple diagnoses (i.e. 20% stroke, 15% Dementia, 8% Parkinson) and offer multiple levels of programming to meet individual client needs. Approximately 50% of our clients are male. We average 2 client baths per day.

#### Geography Served

All clients of the Adult Day Program live within the City of London city limits. In the Adult Day Program all but one client access the transit service provided. All clients access our Adult Day Program through the sole referral source of the Community Care Access Center.

**Schedule B1: Total LHIN Funding**  
2018-2019

**Health Service Provider: Corporation of the City of London**

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHSR VERSION 10.0	2018-2019 Plan Target
<b>REVENUE</b>			
LHIN Global Base Allocation	1	F 11006	\$440,941
HBAM Funding (CCAC only)	2	F 11005	\$0
Quality-Based Procedures (CCAC only)	3	F 11004	\$0
MOHLTC Base Allocation	4	F 11010	\$0
MOHLTC Other funding envelopes	5	F 11014	\$0
LHIN One Time	6	F 11008	\$0
MOHLTC One Time	7	F 11012	\$0
Paymaster Flow Through	8	F 11019	\$0
Service Recipient Revenue	9	F 11050 to 11090	\$88,211
<b>Subtotal Revenue LHIN/MOHLTC</b>	<b>10</b>	<b>Sum of Rows 1 to 9</b>	<b>\$529,152</b>
Recoveries from External/Internal Sources	11	F 120*	\$0
Donations	12	F 140*	\$0
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$33,996
<b>Subtotal Other Revenues</b>	<b>14</b>	<b>Sum of Rows 11 to 13</b>	<b>\$33,996</b>
<b>TOTAL REVENUE</b> FUND TYPE 2	<b>15</b>	<b>Sum of Rows 10 and 14</b>	<b>\$563,148</b>
<b>EXPENSES</b>			
<b>Compensation</b>			
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$281,850
Benefit Contributions	18	F 31040 to 31085 , 35040 to 35085	\$86,583
Employee Future Benefit Compensation	19	F 305*	\$0
Physician Compensation	20	F 390*	\$0
Physician Assistant Compensation	21	F 390*	\$0
Nurse Practitioner Compensation	22	F 380*	\$0
Physiotherapist Compensation (Row 128)	23	F 350*	\$0
Chiropractor Compensation (Row 129)	24	F 390*	\$0
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	\$0
Sessional Fees	26	F 39092	\$0
<b>Service Costs</b>			
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	\$0
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$65,427
Community One Time Expense	29	F 69596	\$0
Equipment Expenses	30	F 7*, [excl. F 750*, 780* ]	\$0
Amortization on Major Equip, Software License & Fees	31	F 750* , 780*	\$0
Contracted Out Expense	32	F 8*	\$54,288
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$75,000
Building Amortization	34	F 9*	\$0
<b>TOTAL EXPENSES</b> FUND TYPE 2	<b>35</b>	<b>Sum of Rows 17 to 34</b>	<b>\$563,148</b>
<b>NET SURPLUS/(DEFICIT) FROM OPERATIONS</b>	<b>36</b>	<b>Row 15 minus Row 35</b>	<b>\$0</b>
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$0
<b>SURPLUS/DEFICIT Incl. Amortization of Grants/Donations</b>	<b>38</b>	<b>Sum of Rows 36 to 37</b>	<b>\$0</b>
<b>FUND TYPE 3 - OTHER</b>			
Total Revenue (Type 3)	39	F 1*	\$0
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
<b>NET SURPLUS/(DEFICIT)</b> FUND TYPE 3	<b>41</b>	<b>Row 39 minus Row 40</b>	<b>\$0</b>
<b>FUND TYPE 1 - HOSPITAL</b>			
Total Revenue (Type 1)	42	F 1*	\$0
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
<b>NET SURPLUS/(DEFICIT)</b> FUND TYPE 1	<b>44</b>	<b>Row 42 minus Row 43</b>	<b>\$0</b>
<b>ALL FUND TYPES</b>			
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$563,148
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$563,148
<b>NET SURPLUS/(DEFICIT)</b> ALL FUND TYPES	<b>47</b>	<b>Row 45 minus Row 46</b>	<b>\$0</b>
<b>Total Admin Expenses Allocated to the TPBEs</b>			
Undistributed Accounting Centres	48	82*	\$0
Plant Operations	49	72 1*	\$0
Volunteer Services	50	72 1*	\$0
Information Systems Support	51	72 1*	\$0
General Administration	52	72 1*	\$96,696
Other Administrative Expenses	53	72 1*	\$0
<b>Admin &amp; Support Services</b>	<b>54</b>	<b>72 1*</b>	<b>\$96,696</b>
Management Clinical Services	55	72 5 05	\$0
Medical Resources	56	72 5 07	\$0
<b>Total Admin &amp; Undistributed Expenses</b>	<b>57</b>	<b>Sum of Rows 48, 54, 55-56 (included in Fund Type 2 expenses above)</b>	<b>\$96,696</b>

**Schedule B2: Clinical Activity- Summary**  
**2018-2019**

**Health Service Provider: Corporation of the City of London**

<b>Service Category 2018-2019 Budget</b>	<b>OHRIS Framework Level 3</b>	<b>Full-time equivalents (FTE)</b>	<b>Visits F2F, Tel., In-House, Cont. Out</b>	<b>Not Uniquely Identified Service Recipient Interactions</b>	<b>Hours of Care In-House &amp; Contracted Out</b>	<b>Inpatient/Resident Days</b>	<b>Individuals Served by Functional Centre</b>	<b>Attendance Days Face-to-Face</b>	<b>Group Sessions (# of group sessions-not individuals)</b>	<b>Meal Delivered-Combined</b>	<b>Group Participant Attendances (Reg &amp; Non-Reg)</b>	<b>Service Provider Interactions</b>	<b>Service Provider Group Interactions</b>	<b>Mental Health Sessions</b>
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	3.60	0	0	0	0	90	7,500	0	0	0	0	0	0

## Schedule C: Reports

### Community Support Services

2018-2019

Health Service Provider: Corporation of the City of London

**Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.**

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "\*\*".

<b>OHRs/MIS Trial Balance Submission (through OHFS)</b>	
<b>2014-15</b>	<b>Due Dates (Must pass 3c Edits)</b>
2014-15 Q1	<i>Not required 2014-15</i>
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 30, 2015
<b>2015-16</b>	<b>Due Dates (Must pass 3c Edits)</b>
2015-16 Q1	<i>Not required 2015-16</i>
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
<b>2016-17</b>	<b>Due Dates (Must pass 3c Edits)</b>
2016-17 Q1	<i>Not required 2016-17</i>
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 31, 2017
<b>2017-18</b>	<b>Due Dates (Must pass 3c Edits)</b>
2017-18 Q1	<i>Not required 2017-18</i>
2017-18 Q2	October 31, 2017
2017-18 Q3	January 31, 2018
2017-18 Q4	May 31, 2018
<b>2018-19</b>	<b>Due Dates (Must pass 3c Edits)</b>
2018-19 Q1	<i>Not required 2017-18</i>
2018-19 Q2	October 31, 2018
2018-19 Q3	January 31, 2019
2018-19 Q4	May 31, 2019

<b>Supplementary Reporting - Quarterly Report (through SRI)</b>	
<b>2014-15</b>	<b>Due five (5) business days following Trial Balance Submission Due Date</b>
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
<b>2015-16</b>	<b>Due five (5) business days following Trial Balance Submission Due Date</b>
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
<b>2016-17</b>	<b>Due five (5) business days following Trial Balance Submission Due Date</b>
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 – Supplementary Reporting Due

## Schedule C: Reports Community Support Services

2018-2019

Health Service Provider: Corporation of the City of London

<b>2017-18</b>	<b>Due five (5) business days following Trial Balance Submission Due Date</b>
2017-18 Q2	November 7, 2017
2017-18 Q3	February 7, 2018
2017-18 Q4	June 7, 2018 – Supplementary Reporting Due
<b>2018-19</b>	<b>Due five (5) business days following Trial Balance Submission Due Date</b>
2018-19 Q2	November 7, 2018
2018-19 Q3	February 7, 2019
2018-19 Q4	June 7, 2019 – Supplementary Reporting Due

### Annual Reconciliation Report (ARR) through SRI and paper copy submission\*

(All HSPs must submit both paper copy ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided; soft copy to be provided through SRI)

Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017
2017-18	June 30, 2018
2018-19	June 30, 2019

### Board Approved Audited Financial Statements \*

(All HSPs must submit paper copy Board Approved Audited Financial Statements, duly signed, to the Ministry and the respective LHIN where funding is provided.)

Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017
2017-18	June 30, 2018
2018-19	June 30, 2019

### Declaration of Compliance

Fiscal Year	Due Date
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017
2017-18	June 30, 2018
2018-19	June 30, 2019

### Community Support Services – Other Reporting Requirements

Requirement	Due Date	
French Language Service Report	2014-15	April 30, 2015
	2015-16	April 30, 2016
	2016-17	April 30, 2017
	2017-18	April 30, 2018
	2018-19	April 30, 2019

# Schedule D: Directives , Guidelines and Policies Community Support Services

2018-2019

Health Service Provider: Corporation of the City of London

*Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.*

• Personal Support Services Wage Enhancement Directive, 2014
• 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• Community Financial Policy, 2016
• Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
• Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
• Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012
• Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
• Community Support Services Complaints Policy (2004)
• Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
• Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
• Screening of Personal Support Workers (2003)
• Ontario Healthcare Reporting Standards – OHRs/MIS – most current version available to applicable year
• Guideline for Community Health Service Providers Audits and Reviews, August 2012

## Schedule E1: Core Indicators

2018-2019

Health Service Provider: Corporation of the City of London

Performance Indicators	2018-2019 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	≥0
Proportion of Budget Spent on Administration	17.2%	≤20.6%
**Percentage Total Margin	0.00%	≥ 0%
Variance Forecast to Actual Expenditures	0.0%	< 5%
Variance Forecast to Actual Units of Service	0.0%	< 5%
Service Activity by Functional Centre	Refer to Schedule E2a	-
Number of Individuals Served	Refer to Schedule E2a	-
Alternate Level of Care (ALC) Rate	Refer to Schedule E3d	-
Explanatory Indicators		
Cost per Unit Service (by Functional Centre)		
Cost per Individual Served (by Program/Service/Functional Centre)		
Client Experience		
Percentage of Alternate Level of Care (ALC) days (closed cases)		
<p>* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget</p> <p>** No negative variance is accepted for Total Margin</p>		

# Schedule E2a: Clinical Activity- Detail

2018-2019

Health Service Provider: Corporation of the City of London

OHS Description & Functional Centre		2018-2019	
		Target	Performance Standard
* These values are provided for information purposes only. They are not Accountability Indicators.			
<b>Administration and Support Services 72 1*</b>			
<b>Full-time equivalents (FTE)</b>	72 1*	<b>1.00</b>	n/a
<b>Total Cost for Functional Centre</b>	72 1*	<b>\$96,696</b>	n/a
<b>CSS IH - Day Services 72 5 82 20</b>			
<b>Full-time equivalents (FTE)</b>	72 5 82 20	<b>3.60</b>	n/a
Individuals Served by Functional Centre	72 5 82 20	<b>90</b>	72 - 108
Attendance Days	72 5 82 20	<b>7,500</b>	7125 - 7875
<b>Total Cost for Functional Centre</b>	72 5 82 20	<b>\$466,452</b>	n/a
<b>ACTIVITY SUMMARY</b>			
<b>Total Full-Time Equivalents for all F/C</b>		<b>4.60</b>	n/a
<b>Total Individuals Served by Functional Centre for all F/C</b>		<b>90</b>	72 - 108
<b>Total Attendance Days for all F/C</b>		<b>7,500</b>	7125 - 7875
<b>Total Cost for All F/C</b>		<b>\$563,148</b>	n/a

# Schedule E2d: CSS Sector Specific Indicators

2018-2019

Health Service Provider: Corporation of the City of London

Performance Indicators	2018-2019 Target	Performance Standard
No Performance Indicators	-	-

Explanatory Indicators
# Persons waiting for service (by functional centre)

**Schedule E3a Local: All  
2018-2019**

**Health Service Provider: Corporation of the City of London**

**Thehealthline.ca**

South West LHIN Health Service Providers agree to regularly update, and annually review, site-specific programs and services information, as represented within thehealthline.ca website.

**Indigenous Cultural Safety Training**

The South West LHIN believes that the health system has a collective responsibility to take action to improve the experience of care for Indigenous Peoples through participating in the Indigenous Cultural Safety (ICS) Program. The ICS training program is an important quality initiative designed to support health service providers in understanding their role in reconciliation, leading to improvements in the Indigenous patient experience. This training involves understanding the ongoing impacts of colonialization, resulting health inequalities and can serve as the foundation to developing collaborative relationships with Indigenous Communities to build improvements and reduce disparities.

Therefore, Health Service Providers are to submit an annual ICS training plan to [swlhinreporting@lhins.on.ca](mailto:swlhinreporting@lhins.on.ca) with “ICS Training Plan” as the subject by May 31, 2018. This plan should reflect the organizations’ goals for cultural competency training, which may include but is not restricted to, the online Indigenous Cultural Safety (ICS) training program.

Organizations can register staff in the online ICS program in accordance with their training plan at any time by email to [Vanessa.Ambtman@lhins.on.ca](mailto:Vanessa.Ambtman@lhins.on.ca).

Additional information on ICS Registration can be found at:

[http://www.southwestlhins.on.ca/~media/sites/sw/PDF/Community%20Engagement/Aboriginal/ICS%20Registration\\_1819.pdf?la=en](http://www.southwestlhins.on.ca/~media/sites/sw/PDF/Community%20Engagement/Aboriginal/ICS%20Registration_1819.pdf?la=en)

**Language Amendment**

Despite section 1.1, for purposes of this Agreement, “Board” means the municipal council of the HSP.

**Schedule E3b FLS Local: Non-Identified Organizations**

**2018-2019**

**Health Service Provider: Corporation of the City of London**

**French Language Services (FLS) - Non-Identified Health Service Providers (HSP)**

The HSP will:

- Identify a lead/team to work with the South West LHIN French Language Services (FLS) Planner by April 30, 2018
- Work towards use of specified linguistic variable from the FLS toolkit
- Ensure compliance with the Guide to Requirements and Obligations Pertaining to French Language Health Services available at:

[http://www.health.gov.on.ca/en/public/programs/flhs/docs/Guide\\_to\\_FLHS\\_FINAL.pdf](http://www.health.gov.on.ca/en/public/programs/flhs/docs/Guide_to_FLHS_FINAL.pdf)

- Ensure compliance to reporting requirements that demonstrates how the HSP will address the needs of its local Francophone community that includes:
  - o Collecting and reporting of French Language Services data and indicators using the provincial OZi tool\*

\*a web-based portal to collect quantitative data regarding the offer of French language services

Submission deadlines and supporting resources will be communicated and posted to the South West LHIN website by March 1st, 2018.

Schedule E3d Local: CSS Local Indicators  
2018-2019

Health Service Provider: Corporation of the City of London

Performance Indicator	Fiscal 18/19 Target	Fiscal 18/19 Performance Standard
% of Funded Adult Day Program Spaces Filled by Registered Clients	90%	>=85%

## Schedule F: Project Funding

2018-2019

Health Service Provider: Corporation of the City of London

### Project Funding Agreement Template

**Note:** This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by the LHIN.

**THIS PROJECT FUNDING AGREEMENT** (“PFA”) is effective as of [insert date] (the “Effective Date”) between:

**XXX LOCAL HEALTH INTEGRATION NETWORK** (the “LHIN”)

- and -

**[Legal Name of the Health Service Provider]** (the “HSP”)

**WHEREAS** the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the “SAA”) for the provision of Services and now wish to set out the terms of pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the “Project”);

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

**1.0 Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:

“**Project Funding**” means the funding for the Services;

“**Services** ” mean the services described in Appendix A to this PFA; and

“**Term**” means the period of time from the Effective Date up to and including [insert project end date].

**2.0 Relationship between the SAA and this PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.

**3.0 The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.

**4.0 Rates and Payment Process.** Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

**Schedule F: Project Funding**

**2018-2019**

**Health Service Provider: Corporation of the City of London**

**Project Funding Agreement Template**

**5.0 Representatives for PFA.**

(a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.

(b) The LHIN's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]

**6.0 Additional Terms and Conditions.** The following additional terms and conditions are applicable to this PFA.

(a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.

(b) [insert any additional terms and conditions that are applicable to the Project]

**IN WITNESS WHEREOF** the parties hereto have executed this PFA as of the date first above written.

**[insert name of HSP]**

**By:**

\_\_\_\_\_  
[insert name and title]

**[XX] Local Health Integration Network**

**By:**

\_\_\_\_\_  
[insert name and title]

## Schedule F: Project Funding

2018-2019

Health Service Provider: Corporation of the City of London

### Project Funding Agreement Template

#### APPENDIX A:

#### SERVICES

1. DESCRIPTION OF PROJECT
2. DESCRIPTION OF SERVICES
3. OUT OF SCOPE
4. DUE DATES
5. PERFORMANCE TARGETS
6. REPORTING
7. PROJECT ASSUMPTIONS
8. PROJECT FUNDING

8.1 The Project Funding for completion of this PFA is as follows:

8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time finding and is not to exceed [X].

## Schedule G: Declaration of Compliance

2018-2019

Health Service Provider: Corporation of the City of London

### DECLARATION OF COMPLIANCE

Issued pursuant to the M-SAA effective April 1, 2014

**To:** The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.  
**From:** The Board of Directors (the "Board") of the [insert name of HSP] (the "HSP")  
**Date:** [insert date]  
**Re:** April 1, 2017 –March 31, 2018 (the "Applicable Period")

---

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the "M-SAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the M-SAA concerning applicable procurement practices;
- (ii) The *Local Health System Integration Act, 2006*; and
- (iii) The *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

---

[insert name of Chair], [insert title]

Bill No.134  
2018

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

A by-law to authorize and approve a Transfer Payment Agreement between The Corporation of the City of London and the Minister of Housing for the Development Charges Rebate Program; to authorize the Mayor and City Clerk to execute the Agreement; and to delegate the responsibilities of the City as the Service Manager for the administration of the Development Charges Rebate Program, to Housing Development Corporation, London.

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

AND WHEREAS section 8 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 11 (1) of the *Housing Services Act, 2011* designates the City of London (the City) as the Service Manager for the purposes of that Act and section 13 of the *Housing Services Act, 2011* provides that the general powers of the Service Manager may include the administration and funding of housing and homelessness programs and services ;

AND WHEREAS the Minister of Housing has introduced a Development Charges Rebate Program to increase the supply of housing;

AND WHEREAS section 17 (1) of the *Housing Services Act, 2011* allows Service Managers to delegate, in writing, some or all of its powers and duties under that Act;

AND WHEREAS the City has established Housing Development Corporation, London as a mechanism to advance the development and sustainability of affordable housing;

AND WHEREAS the City is responsible for the delivery and administration of affordable housing initiatives through other direct delivery or through Housing Development Corporation, London;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* permits the delegation of the powers and duties of the municipality by by-law;

AND WHEREAS it is deemed expedient for the City to enter into a Transfer Payment Agreement with the Minister of Housing for the Development Charges Rebate Program and to delegate its duties as Service Manager for the administration of the Development Charge Rebate Program to Housing Development Corporation, London;

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

1. The Transfer Payment Agreement for the Development Charges Rebate Program between the City and the Minister of Housing substantially in the form satisfactory to the City Solicitor, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved in section 1 above.
3. The City's duties as Service Manager for the administration of the Development Charges Rebate Program are hereby delegated to Housing Development Corporation, London subject to the following conditions:
  - (a) The municipality may revoke any delegation under this by-law at any time without notice;
  - (b) Nothing in this delegation shall limit the municipality's right to revoke the delegation beyond the term of the council that made the delegation;

- (c) Both the municipality and the delegate can exercise the powers delegated under this by-law;
- (d) Any delegation of a duty under this by-law results in the duty being the joint duty of the municipality and the delegate; and
- (e) Housing Development Corporation, London shall provide an annual report to the Strategic Priorities and Policy Committee with respect to fulfillment of the duties delegated to Housing Development Corporation, London.

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 135  
2018

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

A by-law to approve the Transfer Payment Agreement with the Ministry of Housing for the Anti-Human Trafficking Community Supports Fund; to authorize the Mayor and the City Clerk to execute the agreement; and to authorize the Managing Director of Housing, Social Services and Dearnness to execute the Anti-Human Trafficking Community Supports Contribution Agreement.

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

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Transfer Payment Agreement between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Corporation of the City of London, substantially in the form attached as Schedule A to this by-law is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law, and satisfactory to the City Solicitor.
3. The Managing Director of Housing, Social Services and Dearnness Home or his/her designate is hereby authorized to execute on behalf of the City, Anti-Human Trafficking Community Supports Contribution Agreements between the City and the Ministry approved proponents for the Anti-Human Trafficking Community Supports Funds in a form satisfactory to the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading - March 27, 2018  
Second reading - March 27, 2018  
Third Reading - March 27, 2018

**ONTARIO TRANSFER PAYMENT AGREEMENT**

for the Anti-Human Trafficking Community Supports Fund

Revised Version: January 30, 2018

**THE AGREEMENT**, effective as of \_\_\_\_\_, 2018 (the “**Effective Date**”),

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of Housing**

(“**the Minister**”)

- and -

**Corporation of the City of London**

(the “**Service Manager**”)

**BACKGROUND**

- Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (“MMAH”), entered into a bi-lateral agreement to provide for the Investment in Affordable Housing program from 2011-2014, effective April 1, 2011 (the “CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014”).
- CMHC and MMAH entered into a Supplementary Agreement No. 1, dated August 11, 2014 (the “Supplementary Agreement”).
- The Supplementary Agreement amended the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- CMHC and MMAH entered into the 2016 Social Infrastructure Fund Agreement under the Agreement for Investment in Affordable Housing, made as of April 1, 2016 (the “2016 SIF IAH Agreement”).
- The Minister is now responsible for the above agreements signed by MMAH.
- The Minister of Community and Social Services (MCSS) has established the Community Supports Fund (the “Fund”) under which the Minister will provide CMHC funding and provincial funding for certain housing initiatives (the “Program”).
- The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager’s obligations with respect to the administration of the Program and the Minister’s obligation to provide funding to the Service Manager for the Program.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Minister and the Service Manager (the "Parties") agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 This agreement (the "Agreement"), includes:

Schedule "A" - General Terms and Conditions;  
Schedule "B" - Program Specific Information and Additional Provisions;  
Schedule "C" - Rental Housing Component;  
Schedule "D" - Operating Component;  
Schedule "E" - French Language Services;  
Schedule "F" - Communications Protocol Requirements;  
Schedule "G" - Program Guidelines; and

any amending agreement entered into as provided for below, and constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

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

### **5.0 ACKNOWLEDGEMENT**

5.1 The Service Manager acknowledges that:

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

- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Minister;
  - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (d) the Minister is not responsible for carrying out the Project;
- (e) the Minister is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Minister in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (g) agrees to be bound by the terms and conditions contained in the entire Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement on the dates set out below.

<b>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing</b>	
Name:	Janet Hope
Title:	Assistant Deputy Minister
Date:	

<b>Corporation of the City of London</b>	
Name:	Matt Brown
Title:	Mayor
Date:	
Authorizing Signing Officer	

<b>Corporation of the City of London</b>	
Name:	Cathy Saunders
Title:	City Clerk
Date:	
Authorizing Signing Officer	

**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

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**1.0 INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions referred to in section 10.1 and as specified in Schedule “B”;

**“Administration Funds”** means the Funds provided to the Service Manager to offset a portion of the costs incurred by the Service Manager associated with the administration of the Program;

**“Agreement”** means this agreement entered into by the Minister and the Service Manager, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1;

**“Budget”** means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;

**“Call for Applications”** means the proposal call issued by the Ministry of Community and Social Services for Proposals under the Community Supports Fund;

**“CMHC”** has the meaning given to it in the recitals;

**“CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014”** has the meaning given to it in the recitals;

**“Component”** means either the Rental Housing Component as set out in Schedule “C” or the Operating Component as set out in Schedule “D”;

**“Effective Date”** means the date set out at the top of the Agreement;

**“Event of Default”** has the meaning ascribed to it in section 16.1;

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B”;

**“Fiscal Year”** means:

- (a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of the second Fiscal Year, the period commencing on April 1 following the end of the first Funding Year and ending on the following March 31;

**“Funds”** means the money the Minister provides to the Service Manager pursuant to the Agreement;

**“GOS”** means the Grants Ontario System;

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees;

**“Maximum Funds”** means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

**“Ministry Notification”** means a notice in writing from the Minister to a Service Manager regarding the Program;

**“Notice”** means any communication given or required to be given pursuant to the Agreement;

**“Notice Period”** means the period of time within which the Service Manager is required to remedy an Event of Default pursuant to section 16.3(b), and includes any such period or periods of time by which the Minister extends that time in accordance with section 16.4;

**“Parties”** means the Minister and the Service Manager;

**“Party”** means either the Minister or the Service Manager;

**“Program”** means the housing initiatives funded through the 2016 Social Infrastructure Fund under the Anti-Human Trafficking – Community Supports Fund, as more fully described in Schedules “C” and “D”;

**“Program Funds”** means the Funds provided to the Service Manager to be paid to a Proponent to deliver the Program;

**“Proponent”** means a person or other legal entity that has submitted a Proposal;

**“Proposal”** means the proposal to participate in the Program, submitted in response to the Call for Applications;

**“Reports”** means the reports described in Schedules “C” and “D”;

**“SHIP Component”** means the Social Housing Improvement Program to be administered by the Service Manager under an Administration Agreement with the Minister;

**“2016 SIF IAH Agreement”** has the meaning given to it in the recitals;

**“2016 SIF IAH Components”** means the programs to be administered by the Service Manager under an Administration Agreement with the Minister for the other programs funded under the 2016 SIF IAH Agreement.

## **2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**2.1 General.** The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;

- (c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Minister in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Minister with proof of the matters referred to in this Article 2.0.

### 3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article 14.0, Article 15.0 or Article 16.0.

### 4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 **Funds Provided.** The Minister will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of delivering the Program, in accordance with those Schedule relevant to the Component in which the Service Manager participates;
- (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with Schedule "C" and "D" ; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Service Manager.

4.2 **Movement of Funds.** No Funds can be moved to the other 2016 SIF IAH Components or the SHIP Component from the Program.

4.3 **Adjustment.** Despite section 4.1, in order to more accurately reflect the Service Manager's anticipated need for Funds, the Minister may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the quarterly spending forecasts submitted by this Service Manager pursuant to section 7.1.

4.4 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) The Minister is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Minister may request pursuant to section 13.2;
- (b) The Minister is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) The Minister may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon the Minister's assessment of the information provided by the Service Manager pursuant to section 7.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Minister does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Minister is not obligated to make any such payment, and, as a consequence, the Minister may:
  - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
  - (ii) terminate the Agreement pursuant to section 14.1; and
- (e) the Minister is not obligated to provide any Funds to the Service Manager for a Fiscal Year in excess of the total amount allocated to the Service Manager for that Fiscal Year.

4.5 **Use of Funds.** The Service Manager will:

- (a) administer and deliver the Program in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of administering and delivering the Program;
- (c) spend the Program Funds only in accordance with Schedules "C" and "D"; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

No Funds can be moved to the Program from the other 2016 SIF IAH Components or the SHIP Component, or from the Program to the other 2016 SIF IAH Components or the SHIP Component.

4.6 **Administration Costs.** The Service Manager may use five per cent (5%) of the Maximum Funds as Administration Funds, as provided for in Schedule "B", to assist with the administration of the Program. In the event the Service Manager does not spend its total funding allocation, the Minister may request repayment of the portion of the Administration Funds that exceed five per cent (5%) of the spent Funding. The Service Manager shall repay amounts requested by the Minister within thirty (30) days of the date the Minister requests the repayment.

- 4.7 **The Minister's Role Limited to Providing Funds.** For greater clarity, the Minister is not responsible for carrying out the Program. The Minister intends to work collaboratively with the Service Manager to address issues related to the Program and/or its evaluation as they arise.
- 4.8 **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedules "C" and "D", without the prior written consent of the Minister.
- 4.9 **Interest Bearing Account.** If the Minister provides Funds to the Service Manager before the Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.
- 4.10 **Interest.** If the Service Manager earns any interest on the Funds, the Minister may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) demand from the Service Manager the repayment of an amount equal to the interest.
- 4.11 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.12 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.13 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Minister for the Program and is not providing goods or services to the Minister.
- 4.14 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Minister is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program.
- 5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
  - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Minister's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedules "C" and "D" at the time of purchase.
- 6.0 CONFLICT OF INTEREST**
- 6.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Service Manager; or

(b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

6.3 **Disclosure to the Minister.** The Service Manager will:

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

## 7.0 **REPORTING, ACCOUNTING AND REVIEW**

7.1 **Preparation and Submission.** The Service Manager will:

- (a) submit to the Minister at the address referred to in section 20.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C" and "D", or in a form as specified by the Minister from time to time;
- (b) submit to the Minister at the address referred to in section 20.1, any other reports as may be requested by the Minister in accordance with the timelines and content requirements specified by the Minister;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Minister; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

7.2 **Record Maintenance.** The Service Manager will keep and maintain:

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

7.3 **Inspection.** The Minister, his authorized representatives or an independent auditor identified by the Minister may, at their own expense, upon twenty-four (24) hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, the Minister, his authorized representatives or an independent auditor identified by the Minister may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Service Manager's premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program; and
- (d) the Minister may conduct an annual audit in respect of the information addressed in this section 7.3.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Service Manager will disclose any information requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, and will do so in the form requested by the Minister, his authorized representatives or an independent auditor identified by the

Minister, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Minister any control whatsoever over the Service Manager's records.

7.6 **Auditor General.** For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## 8.0 FRENCH LANGUAGE SERVICES

8.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Program has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:

- (a) Ensure services are provided in French; and
- (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

8.2 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule "E", by May 31 for each year of the Program, setting out whether the Service Manager or the subcontractor, as appropriate, has complied with section 8.1.

8.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

## 9.0 COMMUNICATIONS REQUIREMENTS

9.1 **Acknowledge Support.** Unless otherwise directed by the Minister, the Service Manager will acknowledge the support of the Minister in a form and manner as directed by the Minister.

9.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Minister.

9.3 **CMHC-Ontario Agreement Requirements.** The Service Manager acknowledges that the terms of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 require the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The Service Manager shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Minister. A copy of the requirements of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 and the 2016 SIF IAH Agreement is attached as Schedule "F". All references to "2011-2014" or more generally to the 2011-2014 time period in the Communications Protocol forming part of the Original Agreement shall be read to apply to the 2016 SIF. All references in the Communications Protocol shall be read as applicable to the Minister. The Service Manager agrees that it shall not do or omit to do any act which will cause the Minister to be in breach of these requirements.

## 10.0 FURTHER CONDITIONS

10.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.

10.2 **Open Data.** The Service Manager agrees that the Minister may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name; Service Manager contact information; Service Manager address; amount of Maximum Funds and/or Funds; Program description; Program objectives/goals; Program location; and Program results reported by the Service Manager. However, the Minister and the Service Manager agree that such permission does not apply to the following: personal information of individuals who may be eligible to participate in the Program.

## 11.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

11.1 **FIPPA.** The Service Manager acknowledges that the Minister is bound by FIPPA and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 12.0 INDEMNITY

12.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Minister.

## 13.0 INSURANCE

13.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

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

13.2 **Proof of Insurance.** The Service Manager will provide the Minister with certificates of insurance, or other proof as may be requested by the Minister, that confirms the insurance coverage as provided for in section 13.1. Upon the request of the Minister, the Service Manager will make available to the Minister a copy of each insurance policy.

## 14.0 TERMINATION ON NOTICE

14.1 **Termination on Notice.** The Minister may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Service Manager.

14.2 **Consequences of Termination on Notice by the Minister.** If the Minister terminates the Agreement pursuant to section 14.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
  - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 14.2(b); and
  - (ii) subject to section 4.11, provide Funds to the Service Manager to cover such costs.

## **15.0 TERMINATION WHERE NO APPROPRIATION**

15.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Minister does not receive the necessary appropriation from the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement, the Minister may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

15.2 **Consequences of Termination Where No Appropriation.** If the Minister terminates the Agreement pursuant to section 15.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 15.2(b).

15.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 15.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Minister will not provide additional Funds to the Service Manager.

## **16.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

16.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Minister, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Program;
- (b) comply with any term of Schedules "C" and "D";
- (c) use or spend Funds as required; or
- (d) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b).

16.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Minister may, at any time, take one or more of the following actions:

- (a) initiate any action the Minister considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Minister determines

appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand from the Service Manager the repayment of an amount equal to any Funds the Minister provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Minister upon giving Notice to the Service Manager.

16.3 **Opportunity to Remedy.** If, in accordance with section 16.2(b), the Minister provides the Service Manager with an opportunity to remedy the Event of Default, the Minister will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

16.4 **Service Manager not Remediating.** If the Minister has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 16.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Minister that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to the Minister;

the Minister may extend the Notice Period, or initiate any one or more of the actions provided for in sections 16.2(a), (c), (d), (e), (f), (g), (h) and (i).

16.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## 17.0 FUNDS AT THE END OF A FISCAL YEAR

17.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of the Minister under Article 16.0, if the Service Manager has not spent all of the Funds allocated for the Fiscal Year, the Minister may take one or both of the following actions:

- (a) demand from the Service Manager the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

For greater certainty, the Service Manager may not carry Funds over from one Fiscal Year to the next. Should a planned commitment for Funds under the Program fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

## **18.0 FUNDS UPON EXPIRY**

18.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Minister any Funds remaining in its possession or under its control.

## **19.0 DEBT DUE AND PAYMENT**

19.1 **Payment of Overpayment.** If at any time during the term of the Agreement, the Minister provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Minister may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds to the Minister.

19.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Minister demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds to the Minister, whether or not their return or repayment has been demanded by the Minister, such Funds or other amount will be deemed to be a debt due and owing to the Minister by the Service Manager, and the Service Manager will pay or return the amount to the Minister immediately, unless the Minister directs otherwise.

19.3 **Interest Rate.** The Minister may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.

19.4 **Payment of Money to the Minister.** The Service Manager will pay any money owing to the Minister by cheque payable to the "Ontario Minister of Finance" and delivered to the Minister at the address referred to in section 20.1.

19.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen in right of Ontario.

## **20.0 NOTICE**

20.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Minister and the Service Manager respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

20.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

20.3 **Postal Disruption.** Despite section 20.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.4 **Notice by the Minister.** The Service Manager shall comply with all Notices given by the Minister.

## **21.0 CONSENT BY THE MINISTER AND COMPLIANCE BY SERVICE MANAGER**

21.1 **Consent.** When the Minister provides his consent pursuant to the Agreement, he may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

## **22.0 SEVERABILITY OF PROVISIONS**

22.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **23.0 WAIVER**

23.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provisions set out in Article 20.0, ask the other Party to waive an obligation under the Agreement.

23.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

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

## **24.0 INDEPENDENT PARTIES**

24.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Minister, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **25.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

25.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Minister, assign any of its rights, or obligations under the Agreement.

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

## **26.0 GOVERNING LAW**

26.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **27.0 JOINT AND SEVERAL LIABILITY**

27.1 **Joint and Several Liability.** Where the Service Manager is comprised of more than one (1) entity, all such entities will be jointly and severally liable to the Minister for the fulfillment of the obligations of the Service Manager under the Agreement.

## **28.0 FURTHER ASSURANCES**

28.1 **Agreement into Effect.** The Service Manager will provide such further assurances as the Minister may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **29.0 RIGHTS AND REMEDIES CUMULATIVE**

29.1 **Rights and Remedies Cumulative.** The rights and remedies of the Minister under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

30.1 **Other Agreements.** If the Service Manager:

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

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

## **31.0 SURVIVAL**

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions; section 4.4(d); section 4.6; section 4.10; section 4.14; section 5.2; section 7.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Minister); sections 7.2; 7.3; 7.4; 7.5; 7.6; Article 9.0; Article 10.0; Article 12; Article 13.0; section 14.2; sections 15.2 and 15.3; sections 16.1; 16.2(d), (e), (f), (g) and (h); Article 18.0; Article 19.0; Article 20.0; Article 22.0; section 25.2; Article 26.0; Article 29.0; Article 30.0; Article 31.0; Article 32.0; and the reporting and repayment provisions of Schedules "C" and "D".

## **32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

32.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

32.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"

### PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	<p>Program Funds in respect of the Rental Housing Component - N/A</p> <p>Program Funds in respect of the Operating Component - \$573,334.50</p> <p>Administration Funds - \$30,175.50</p> <p>Maximum Funds - \$603,510.00</p>
<b>Expiration Date</b>	<p>Rental Housing Component – March 31, 2048</p> <p>Operating Component – March 31, 2031</p>
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to THE MINISTER</b>	<p><b>Name:</b> Ministry of Housing</p> <p><b>Address:</b> 777 Bay Street, 14<sup>th</sup> Floor, Toronto, Ontario, M5E 2E5</p> <p><b>Attention:</b> Director, Housing Programs Branch</p> <p><b>Fax:</b> 416-585-6588</p> <p><b>E-mail:</b> jim.e.adams@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Service Manager</b>	<p>Name: Corporation of the City of London</p> <p>Address: 355 Wellington Street, 2<sup>nd</sup> Floor, London, ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: (519) 661-2489, Ext. 5337</p>
<b>Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from THE MINISTER related to the Agreement</b>	<p>Name: Dave Purdy</p> <p>Position: Division Manager, Housing</p> <p>Fax: (519) 661-4466</p> <p>Email: dpurdy@london.ca</p> <p>Telephone: (519) 661-2489, Ext. 5596</p>

## SCHEDULE “C”

### RENTAL HOUSING COMPONENT

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#### 1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise,

- **“Administration Agreement”** means the Transfer Payment Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;
- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions to the Project;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with a Program or Programs under this Agreement. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Rental Component, as set out in the Program Guidelines;

- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program Guidelines”** means the Program Guidelines for the Program;
- **“Project”** means Affordable Housing proposed or approved under the Rental Component, as the context may require;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Rental Component”** means the Rental Housing Component described in the Program Guidelines;
- **“Unit”** means a residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Appendices are attached to and form part of this Schedule:

- Appendix “A” - Proponent’s Initial Occupancy Report;
- Appendix “B” - Proponent’s Annual Occupancy Report;
- Appendix “C” - Service Manager’s Annual Report;
- Appendix “D” - Rental Protocol; and
- Appendix “E” - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

## **2. REQUIREMENTS FOR PARTICIPATING IN THE RENTAL HOUSING COMPONENT**

2.1 Prior to the Service Manager participating in the Rental Housing Component:

- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Rental Component is in accordance with the criteria set out in the Program Guidelines; and

- (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

### **3. PROJECT SELECTION**

- 3.1 Proposals under the Rental Component of the Program have been submitted by Proponents in response to the Call for Applications.
- 3.2 Proposals under the Rental Component of the Program have been evaluated by an inter-ministerial committee consisting of the Ministry of Community and Social Services, the Ministry of Housing, the Ministry of Health and Long-Term Care, the Ministry of Labour, the Ministry of Citizenship and Immigration, the Ministry of the Attorney General, the Ministry of Children and Youth Services, and the Ministry of Indigenous Relations and Reconciliation, based on the evaluation criteria outlined in the Call for Applications.
- 3.3 The Service Manager shall be informed of each Project recommended for funding approval by the evaluation committee under the Rental Component of the Program.
- 3.4 The Service Manager shall submit a Project Information Form and the proposed Funding Schedule to the Minister for each Project recommended for funding approval.
- 3.5 Once the Minister approves the Project, the Minister shall advise the Service Manager of the approval of the Project and shall issue a Conditional Letter of Commitment to the Proponent.
- 3.6 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.7 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.

### **4. PAYMENTS BY THE MINISTER**

- 4.1 In respect of all Projects:
  - (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
    - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
    - (ii) the Proponent is in compliance with the Contribution Agreement; and
    - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;
  - (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
    - (i) the Proponent is in compliance with the Contribution Agreement;

- (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
  - (iii) the Proponent has complied with the requirements of the Program.
- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.
- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.
- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within two (2) years of the signing of the Contribution Agreement.

## **5. ADMINISTRATION**

- 5.1 Following the approval of each Project, prior to requesting Funding from the Minister or forwarding Funding to the Proponent, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents or sign an alternate security letter if the Service Manager is also the Proponent and it is not possible to register Security Documents against title to the property.
- 5.2 A Contribution Agreement under this Schedule cannot be signed after March 31, 2019, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within three (3) months of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within three (3) months of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Schedule as Appendix "E", at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within two (2) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that

the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.

- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding, or require the Service Manager to refund an appropriate amount to the Minister.
- 5.9 During the period between the date of execution of this Agreement and the Occupancy Date of all of the Projects, the Minister and the Service Manager shall collaboratively review annually during the month of April the progress of utilization of the Funding by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Appendix "C".
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.12 and 5.13, and on the collaborative review of these materials pursuant to section 5.9.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Schedule as Appendix "A".
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall:
  - (a) obtain annually from each Proponent a completed information report, in the form attached to this Schedule as Appendix "B" and submit them to the Minister; and
  - (b) complete and submit to the Minister, on or before the last day of March subsequent to each reporting calendar year, a report on all of the said funded Projects, in the form attached to this Schedule as Appendix "C".
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
  - (a) a request by a Proponent to transfer responsibility for a Project to another entity;
  - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
  - (c) if construction for a Project has not commenced within ninety (90) days of the date of the Contribution Agreement;
  - (d) if construction has not been completed within two (2) years of the date of the Contribution Agreement;
  - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;

- (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

## **6. GENERAL**

- 6.1 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Rental Component.
- 6.2 The Service Manager acknowledges and agrees that the Rental Protocol set out in Appendix "D" applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of this Agreement. The Service Manager shall ensure that the Proponent agrees in writing that Appendix "D" applies to its Project.
- 6.3 The headings and subheadings contained in this Schedule are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Schedule or form part of this Schedule.

**APPENDIX "A"**  
**PROPONENT'S INITIAL OCCUPANCY REPORT**  
2016 SIF Anti-Human Trafficking – Community Supports Fund

**A. Project Information**

Reference No.	
Project Name	
Project Address	
Occupancy Date	
Contribution Agreement Expiry Date	

**B. Unit Details**

Target Client	Unit Type	Household Type	SIF Units (A)	# of SIF RS	# of SIF HA	# of Other RS	# of SS	Non-SIF Units (B)	Total Units (A+B)
	Bachelor								
	1 BR								
	2 BR								
	3 BR								
	Others (specify)								
	<b>Total</b>								

**SIF RS:** SIF – Rent Supplements      **SIF HA:** SIF – Housing Allowances  
**Other RS:** Other Rent Supplements      **SS:** Supportive Services

**C. Depth of Affordability: Rents at Occupancy (SIF Funded Units)**

<b>Unit Type</b>	<b>Unit Size</b>	<b>Number of Units (A)</b>	<b>Actual Rent to be charged per month (B)</b>	<b>CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)</b>	<b>Actual Project Rents by Unit Type (D)=(A)X(B)</b>	<b>Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)</b>
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
<b>TOTAL</b>						

**Notes:**

1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC or Alternate Weighted Average Rent</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

**D. Source of Alternate AMR (if an alternate AMR is being used)**

**E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))**

**F. Project Certification**

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the \_\_\_\_\_ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

---

Submitted by \_\_\_\_\_ [insert name of Service Manager]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**APPENDIX "B"**

**PROPONENT'S ANNUAL OCCUPANCY REPORT**

2016 SIF Anti-Human Trafficking – Community Supports Fund

For the Year Ended December 31, 20XX

**A. Project Information**

Reference No.	
Project Name	
Project Address	
Occupancy Date	
Contribution Agreement Expiry Date	

**B. Unit Details**

Target Client	Unit Type	Household Type	SIF Units (A)	# of SIF RS	# of SIF HA	# of Other RS	# of SS	Non-SIF Units (B)	Total Units (A+B)
	Bachelor								
	1 BR								
	2 BR								
	3 BR								
	Others (specify)								
	<b>Total</b>								

**Notes:**

**SIF RS:** SIF – Rent Supplements

**SIF HA:** SIF – Housing Allowances

**Other RS:** Other Rent Supplements

**SS:** Supportive Services

**C. Actual Rents at Year End**

Unit Type	SIF Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	CMHC or Alternate AMR (E)	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
<b>TOTAL</b>							

**D. Depth of Affordability: Rents during year of reporting (SIF Funded Units)**

<b>Unit Type</b>	<b>Unit Size</b>	<b>Number of Units (A)</b>	<b>Actual Rent to be charged per month (B)</b>	<b>CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)</b>	<b>Actual Project Rents by Unit Type (D)=(A)X(B)</b>	<b>Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)</b>
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
<b>TOTAL</b>						

**Notes:**

1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC or Alternate Weighted Average Rent</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

**Note:** Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

**E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))**

**F. Project Certification**

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the \_\_\_\_\_ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

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Submitted by \_\_\_\_\_ [insert name of Service Manager]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**APPENDIX “C”**

**SERVICE MANAGER’S ANNUAL REPORT**

2016 SIF Anti-Human Trafficking – Community Supports Fund

For Completed Projects between January 1, \_\_\_\_\_, and December 31, \_\_\_\_\_

in \_\_\_\_\_ (insert name of Service Manager)

**Weighted Average Rents**

Reference No.	Name Of Project & Location	Total Number of Units (#)	SIF Funded Units (#)	Type of Development		Weighted Average Rent of Project per Month	% of CMHC AMR Achieved for Overall Project
				New Construction	Acquisition/ Rehabilitation & Conversion		
	<b>TOTAL</b>						

**Notes:**

1. Refer to Appendix “B” for calculation of weighted average rents.
2. Percentage of CMHC AMR achieved. This percentage cannot be greater than 80% of CMHC AMR, without the approval of the Minister.

**APPENDIX “D”**  
**RENTAL PROTOCOL**

**1. DEFINITIONS**

- 1.1 In this Appendix “D”, unless the context requires otherwise,
- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
  - **“Agreement”** means the Agreement to which this Appendix “D” is attached;
  - **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and when used in this Appendix “D”, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.
- 1.2 The definitions in the Agreement shall apply to this Appendix “D”, in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

**2. AFFORDABLE RENT**

- 2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Appendix “D” nor increase any rent charged for a Unit except as permitted in this Appendix “D”.

**3. RENTS**

- 3.1 The weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.
- 3.2 Notwithstanding 3.1,
- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
  - (b) in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community, alternate market rents may be submitted by the Service Manager for review and approval by the Minister.
- 3.3 In no event shall rent for any Unit exceed the CMHC Average Market Rent for units of a similar type in the geographical area or such alternate market rents for units of a similar type in the geographical area as have been approved by the Minister.
- 3.4 If rent supplements are used for Rental Component Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement shall not exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area or alternate rents that have been approved by the Minister.

- 3.5 If federal and/or provincially funded rent supplements are used for Rental Component Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

#### **4. RENT INCREASES**

- 4.1 The Proponent may increase the rent charged under section 3.1 and 3.2 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
  - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that, regardless of whether the rent increase guideline applies to the Project under the *Residential Tenancies Act, 2006* or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "D".
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the *Residential Tenancies Act, 2006* or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area.

#### **5. PHASE-OUT PERIOD**

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.
- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

#### **6. EXCEPTION**

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "D" respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

#### **7. AFTER PHASE-OUT PERIOD**

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

**APPENDIX "E"**

**CONFIRMATION OF CONSTRUCTION START**

**2016 SIF Anti-Human Trafficking – Community Supports Fund**

This is to confirm that the \_\_\_\_\_ project in the \_\_\_\_\_ [SM name] commenced construction on \_\_\_\_\_ [date].

The start of construction for this project is within three (3) months of the date of the project's Contribution Agreement, which was signed on \_\_\_\_\_ [CA date].

I declare that the above information is true and complete.

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title of Service Manager/Authorized Signing Officer

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## SCHEDULE “D”

### OPERATING COMPONENT

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#### 1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Administration Agreement”** means the Transfer Payment Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“Average Market Rents” (“AMRs”)** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **“Cash-Flow Documentation”** means the cash-flow requirements identified by the Service Manager, as approved by the Minister, in the format attached as Appendix “E”;
- **“Eligible Landlord”** means a Private Landlord, Non-Profit Landlord, or Cooperative Housing Landlord that owns the Unit to which the Rent Supplement is applied;
- **“Eligible Renter Household”** means a household that either is on or is eligible to be on a social housing waiting list; that is leasing a Unit; that does not own a home suitable for year-round occupancy; and that meets the criteria in the Program Guidelines and in Appendix “B”;
- **“Eligible Unit”** means a Unit that meets the Unit Eligibility Criteria in the Program Guidelines and in Appendix “A”;
- **“Household Eligibility Criteria”** means the criteria set out in Appendix “B”;
- **“Household Income Limits” (“HILs”)** means the highest incomes that renter households can have and still remain eligible for the Operating Component, based on geographical areas and classified by bedroom count, in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“Housing Allowance”** is a monthly subsidy paid directly to an Eligible Renter Household. At the discretion of the Service Manager, and upon request from the Eligible Renter Household, the Housing Allowance may be paid to the landlord on behalf of the Eligible Renter Household;
- **“Housing Allowance Application Form”** means an application form designed by the Service Manager or another delivery agent that meets the criteria described in Appendix “C”, and that an Operating Component applicant must submit to the Service Manager or

another delivery agent to be considered for a monthly subsidy (“Housing Allowance”) under the Operating Component;

- **“Housing Allowance Stream”** means the Housing Allowance Stream described in the Program Guidelines as one (1) of the two (2) streams of the Operating Component;
- **“Landlord”** means one of the following: Private Landlord; Non-Profit Landlord; or Cooperative Housing Landlord;
- **“Landlord Agreement”** means one of the following agreements: Private Landlord Agreement; Non-Profit Landlord Agreement; Cooperative Housing Landlord Agreement; and includes any other Agreement between the Service Manager and the Landlord that meets the Program Guidelines;
- **“Operating Component”** means the Operating Component described in the Program Guidelines and consisting of two (2) streams: Rent Supplement Stream and Housing Allowance Stream;
- **“Program Guidelines”** means the Program Guidelines for the Program;
- **“Quarterly Report”** means the report in the format attached as Appendix “D”;
- **“Rent Supplement”** is a subsidy paid to the Landlord on behalf of an Eligible Renter Household;
- **“Rent Supplement Stream”** means the Rent Supplement Stream described in the Program Guidelines as one (1) of the two (2) streams of the Operating Component;
- **“Unit”** means a residential dwelling or shared accommodation that meets the eligibility criteria outlined in the Program Guidelines and in Appendix “A”;
- **“Unit Eligibility Criteria”** means the criteria set out in Appendix “A”.

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix “A” - Unit Eligibility Criteria;

Appendix “B” - Household Eligibility Criteria;

Appendix “C” - Housing Allowance Application Process and Form;

Appendix “D” – Quarterly Report; and

Appendix “E” – Cash-Flow Documentation

1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

1.5 All references in this Schedule to Appendices are references to Appendices in this Schedule, unless stated otherwise.

## **2. PROGRAM GUIDELINES**

- 2.1 The Service Manager agrees to administer the Operating Component in accordance with the Agreement and the Program Guidelines.

## **3. PROVISION OF FUNDS BY THE MINISTER**

- 3.1 Subject to section 3.2, upon approval by the Minister of the Service Manager's Cash-Flow Documentation, the Minister shall transfer to the Service Manager on a quarterly basis by electronic funds transfer, the amount of Operating Component funding indicated in the approved Cash-Flow Documentation and Operating funding expended as indicated in the Quarterly Report.
- 3.2 The Minister shall transfer Operating Component funding to the Service Manager on or around April 1, July 1, October 1 and January 20 of each fiscal year. Fourth quarter payments by the Minister will be made on or around January 20, instead of January 1, to allow for any payment adjustments based on discrepancies between the Service Manager's planned and actual spending.
- 3.3 The Service Manager shall use the Operating Component funding transferred to it by the Minister in respect of an Eligible Unit solely for the purpose of providing a Rent Supplement to an Eligible Landlord of the Eligible Unit and/or a Housing Allowance to an Eligible Renter Household, in accordance with this Schedule, or as the Minister may direct, in writing.
- 3.4 All interest that accrues on Operating Component funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Affordable Housing.

## **4. PROVISION OF RENT SUPPLEMENTS AND/OR HOUSING ALLOWANCES BY THE SERVICE MANAGER**

- 4.1 The Service Manager shall not expend funding under the Operating Component for a Unit or any Unit substituted for a Unit and/or an Eligible Renter Household after March 31, 2024.
- 4.2 The Service Manager or its authorized agency shall enter into a Landlord Agreement with each Landlord, in respect of all commitments of Units made on or after the date this Agreement is executed by the Parties. In the case of the Housing Allowance stream, the Service Manager and/or its authorized delivery agent shall develop a client application process and use an Application Form that meets the criteria described in Appendix "C". The Service Manager or its authorized delivery agent shall provide a monthly subsidy (Housing Allowance) to the Eligible Renter Household.
- 4.3 A Landlord Agreement shall not be entered into or continued respecting a Unit where a renter is related to the Landlord.
- 4.4 The Service Manager shall ensure that all Units that are subject to a Landlord Agreement are clean, fit for habitation, in satisfactory state of repair, meet applicable minimum health and safety standards and that the Landlord has confirmed that the Units are in compliance with applicable Building Code and Fire Code requirements.
- 4.5 The Service Manager shall determine the monthly Rent Supplement funding to be paid to Landlords on behalf of each Eligible Renter Household and/or Housing Allowance subsidy to be paid to each Eligible Renter Household.
- 4.6 The Service Manager shall establish rules to determine whether the household's income is at or below the local Household Income Limits (HILs), in accordance with the annually updated HILs in

Ontario Regulation 370/11, made under the *Housing Services Act, 2011*. The Service Manager shall put these rules in writing and make them available to the general public. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs.

- 4.7 The Service Manager shall conduct annual (or more frequent if required) income testing of Eligible Renter Households to ensure their continued eligibility for the Operating Component.

## **5. REPORTING REQUIREMENTS**

- 5.1 During the period following the date of execution of this Agreement and the end of the Operating Component, the Service Manager shall provide the Minister, by July 15, October 15, December 15 and March 15 of each year, with a Quarterly Report, indicating the number of Landlord Agreements executed and Units occupied, the number of Eligible Renter Households assisted, and Operating Component funding expended.

- 5.2 The Service Manager shall provide documentation of Landlord Agreements and/or agreements with delivery agencies, and/or evidence of successful Housing Allowance Application Forms.

- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2024, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Operating Component.

## **6. MARKETING**

- 6.1 Subject to section 7 of the Administration Agreement, the Service Manager shall promote and advertise the Operating Component in the Service Manager's area as the Service Manager deems appropriate.

## **7. GENERAL**

- 7.1 The Operating Component is available from the date of the Service Manager Administration Agreement until March 31, 2018, or a date after that, but no later than March 31, 2024, as reported in the Service Manager's cash-flow documentation.

- 7.2 The Service Manager may engage a third party subcontractor (delivery agency) to assist it in the performance of this Agreement. Such assistance shall be limited to but may include the provision of the Rent Supplements to Eligible Landlords and/or Housing Allowances to Eligible Renter Households, in each case, by the third party subcontractor but otherwise in accordance with this Schedule. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all Rent Supplement and/or Housing Allowance Funding until such funds are advanced to or on behalf of an Eligible Landlord in connection with the provision of Rent Supplements for an Eligible Unit and/or Housing Allowances to Eligible Renter Households, and shall remain directly responsible to the Minister under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Schedule. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.

- 7.3 The Service Manager may enter into a Landlord Agreement with a Landlord pursuant to which: (i) the Landlord agrees to rent a certain number of Units in a development owned by the Landlord available to the public as Eligible Units and to market such Units as Units available under the Operating Component, subject to the requirements of Article 9.0 of Schedule "A"; and (ii) the Service Manager agrees to make Rent Supplement Funding available to Eligible Households of

such Eligible Units.

- 7.4 The disbursement of Operating Funding by the Minister to the Service Manager under section 3.1 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 7.5 The Service Manager agrees to maintain the records and documentation that it is required to maintain under the Program Guidelines for the time period set out in the Program Guidelines.

## **APPENDIX “A”**

### **UNIT ELIGIBILITY CRITERIA**

1. To be an Eligible Unit a Unit must satisfy each of the following requirements:
  - (a) Be modest, that is not exceed Average Market Rent (AMR) for the area, as updated by the Minister annually;
  - (b) Meet local occupancy standards, included in program information available to the public;
  - (c) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.
2. An Eligible Unit may be occupied by the applicant household. In-situ arrangements are permitted.
3. Only market units in social housing developments are eligible.
4. The following do not fit the definition of Eligible Unit:
  - (a) Hostel units, nursing and retirement homes;
  - (b) Non-market units in social housing developments.

## APPENDIX "B"

### HOUSEHOLD ELIGIBILITY CRITERIA

1. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application:
  - (a) The primary applicant must be at least sixteen (16) years old;
  - (b) Neither own a home, nor have an ownership interest in a home, other than a contingent interest;
  - (c) Not be living in a spousal relationship (including a same-sex spousal relationship) with a person who owns a home or who has an ownership interest in a home, other than a contingent interest;
  - (d) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs;
  - (e) Not be in a close familial relationship with the person who owns the Unit or who has an ownership interest in the Unit, that is, not be the parent, grandparent, child, grandchild or sibling of the owner or co-owner of the Unit;
  - (f) Not be in receipt of any other housing allowance or rent supplement.
2. The Service Manager shall define "household income".
3. The Service Manager may establish such additional criteria as may be required to administer the Operating Component, provided they are not inconsistent with the requirements of the Operating Component.

## **APPENDIX “C”**

### **HOUSING ALLOWANCE APPLICATION PROCESS AND FORM**

1. The Service Manager and/or its delivery agent shall develop the application process that suits its local needs and make it available to the public.
2. The Service Manager and/or its delivery agent may select households from social housing waiting lists.
3. The Service Manager and/or its delivery agent shall design an Application Form that shall include, but not be limited to, the following sections:
  - (a) A definition of “Household Income”;
  - (b) Household Income declaration;
  - (c) Explicit list of eligibility criteria;
  - (d) Consent regarding personal information sharing;
  - (e) Applicant signature and date; and
  - (f) Such other requirements as are set out in the Program Guidelines or as the Minister may advise from time to time, and/or as the Service Manager and/or its delivery agent may establish.

## APPENDIX "D"

### APPENDIX "D" - QUARTERLY REPORT

Allocation: \$

**COMMITMENTS - Agreements**

One Agreement # must be entered for each recipient (e.g. entitlement notice)

If a recipient stops receiving a housing allowance assistance, please indicate in the Withdrawn column

Year 1					
Client Agreement #	Date of Agreement	FSA (first 3 digits postal code)	Start Date	Monthly Subsidy	Withdrawn Date
<b>TOTAL</b>					<b>0</b>

Year 2					
Client Agreement #	Date of Agreement	FSA (first 3 digits postal code)	Start Date	Monthly Subsidy	Withdrawn Date
<b>TOTAL</b>					<b>0</b>

**QUARTERLY UPDATE - Actual Payments and Recipients Assisted**

Please complete the chart below each quarter to report on payment of funds and number of recipients assisted

Highest # Recipients Assisted Current Quarter	Payments to Recipients Current Quarter

I certify to the best of my knowledge that the information provided above is true and correct

	Name	Title	Signature
Prepared by:			
Approved by:			
Date Submitted:			

**APPENDIX "E" - CASH FLOW DOCUMENTATION  
Anti-Human Trafficking Community Supports Fund**

**Operating Component - Year 1  
Cash Flow Statement for Operating Commitments**

Service Manager	
Anti-Human Trafficking Operating Component Allocation - Year 1: \$0.00	
Period	Total - Operating Component
Fiscal years	Proposed Expenditures by Year
2017-2018	\$0.00
2018-2019	\$0.00
2019-2020	\$0.00
2020-2021	\$0.00
2021-2022	\$0.00
2022-2023	\$0.00
2023-2024	\$0.00
<b>Total to 2023-24</b>	<b>\$0.00</b>
<b>Variance (Year 1 Operating Component Allocation - Total Proposed Operating Component Expenditures)</b>	<b>\$0.00</b>
<b>2017-2018</b>	
	<b>Forecast Expenditure by Quarter - Operating Component</b>
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
<b>Total for 2017-18</b>	<b>\$0.00</b>
<b>2018-2019</b>	
	<b>Forecast Expenditure by Quarter - Operating Component</b>
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
<b>Total for 2018-19</b>	<b>\$0.00</b>
<b>2019-2020</b>	
	<b>Forecast Expenditure by Quarter - Operating Component</b>
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
<b>Total for 2019-20</b>	<b>\$0.00</b>

<b>2020-2021</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
<b>Total for 2020-21</b>		<b>\$0.00</b>
<b>2021-2022</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
<b>Total for 2021-22</b>		<b>\$0.00</b>
<b>2022-2023</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
<b>Total for 2022-23</b>		<b>\$0.00</b>
<b>2023-2024</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
<b>Total for 2023-24</b>		<b>\$0.00</b>
<b>Notes</b>		
Enter "Forecast Expenditure by Quarter - Operating Component" columns.		
<b>Service Manager/ DSSAB</b>		
<b>Signature</b>	<b>Name/Position</b>	<b>Date</b>

<b>Anti-Human Trafficking Community Supports Fund</b>	
<b>Operating Component - Year 2</b>	
<b>Cash Flow Statement for Operating Commitments</b>	
<b>Service Manager</b>	
<b>Anti-Human Trafficking Operating Component Allocation - Year 2: \$0.00</b>	
Period	Total - Operating Component
<b>Fiscal years</b>	<b>Proposed Expenditures by Year</b>
2018-2019	\$0.00
2019-2020	\$0.00
2020-2021	\$0.00
2021-2022	\$0.00
2022-2023	\$0.00
2023-2024	\$0.00
<b>Total to 2023-24</b>	<b>\$0.00</b>
<b>Variance (Year 2 Operating Component Allocation - Total Proposed Operating Component Expenditures)</b>	<b>\$0.00</b>
<b>2018-2019</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
<b>Total for 2018-19</b>	<b>\$0.00</b>
<b>2019-2020</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
<b>Total for 2019-20</b>	<b>\$0.00</b>
<b>2020-2021</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
<b>Total for 2020-21</b>	<b>\$0.00</b>

<b>2021-2022</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
Q1 (Apr – Jun)		
Q2 (Jul – Sep)		
Q3 (Oct – Dec)		
Q4 (Jan – Mar)		
<b>Total for 2021-22</b>	<b>\$0.00</b>	
<b>2022-2023</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
Q1 (Apr – Jun)		
Q2 (Jul – Sep)		
Q3 (Oct – Dec)		
Q4 (Jan – Mar)		
<b>Total for 2022-23</b>	<b>\$0.00</b>	
<b>2023-2024</b>	<b>Forecast Expenditure by Quarter - Operating Component</b>	
Q1 (Apr – Jun)		
Q2 (Jul – Sep)		
Q3 (Oct – Dec)		
Q4 (Jan – Mar)		
<b>Total for 2023-24</b>	<b>\$0.00</b>	
<b>Notes</b>		
Enter "Forecast Expenditure by Quarter - Operating Component" columns.		
<b>Service Manager/ DSSAB</b>		
<b>Signature</b>	<b>Name/Position</b>	<b>Date</b>

**SCHEDULE “E”**

**FRENCH LANGUAGE SERVICES REPORT**

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Service Manager:

Service Manager \_\_\_\_\_

Address: \_\_\_\_\_

Service Manager

Contact: Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

This report and the attached Appendix “A” confirms that the **[Insert Service Manager Name]** is providing services under the Anti-Human Trafficking – Community Fund (the “Program”) and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* (“FLSA”).

The **[Insert Service Manager Name]** confirms that it is:

- a) providing Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

I declare that the above information is true and complete.

By: \_\_\_\_\_

Name:

Title:

Date:

I have the authority to bind the Service Manager

**APPENDIX “A”  
(to the French Language Services Report)**

As a Service Manager providing services under the Anti-Human Trafficking – Community Fund (the “Program”) and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Appendix “B”.

**Service Manager Name:**

**Name of Designated Area(s):**

**Description of Services:**

Please select all items that apply to the services you are providing under the Anti-Human Trafficking – Community Fund (the “Program”) in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other \_\_\_\_\_ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

**APPENDIX “B”  
(to the French Language Services Report)**

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

<b>Service Manager</b>	<b>Designated Area(s)</b>
City of Toronto	All
<b>Central Region</b>	
Regional Municipality of Peel	City of Mississauga; City of Brampton
Regional Municipality of York	City of Markham
County of Simcoe	Town of Penetanguishene, Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry, Township of Winchester, County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke, Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it existed on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon, Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

**SCHEDULE “F”**  
**COMMUNICATIONS PROTOCOL REQUIREMENTS**

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**Excerpt from 2016 SIF IAH Agreement:**

MMAH agrees to give public recognition of CMHC’s role in providing financial assistance under this 2016 SIF Agreement, including recognizing Canada’s contribution in respect of the Social Infrastructure economic growth funding. This may include items such as branding (e.g. Social Infrastructure Fund, etc.) and signage.

**Excerpt from CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014:**

**(see next page)**

**SCHEDULE G**  
**COMMUNICATIONS PROTOCOL**  
**(Paragraph 11.1 of the Original Agreement)**

**G.1 GENERAL**

- G.1.1 CMHC and MMAH (the “Parties”) agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and timely communications with the public through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the applicant.
- G.1.2 CMHC and MMAH agree that all communications activities and products related to this Agreement, any Programs and any Projects shall recognize equally, refer to equally and give equal prominence and priority to the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing”. Without limiting the generality of the preceding sentence, this paragraph applies to all provisions of this Schedule.
- G.1.3 All public information material in relation to this Agreement shall be prepared jointly.
- G.1.4 Subject to G.1.2, both Parties agree to adhere to government visibility requirements. They will be provided by CMHC and MMAH Communications Branch as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage.

**G.2 JOINT COMMITTEE**

- G.2.1 There shall be a Joint Committee of senior CMHC and MMAH officials responsible for the implementation of the Communications Protocol. The Joint Committee is a forum for sharing information on Investment in Affordable Housing 2011-2014 Projects and Programs, planning and approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.
- G.2.2 The Joint Committee will continue to exist and operated for as long as necessary to meet the requirements of this Agreement.
- G.2.3 The Joint Committee will consist of two members appointed by CMHC and two members appointed by MMAH.
- G.2.4 The Joint Committee will be headed by two Co-chairs. CMHC will appoint one of its two members as the CMHC Co-chair and MMAH will appoint one of its two members as the MMAH Co-chair.
- G.2.5 The Joint Committee will meet at least twice year.

**G.3 COMMUNICATION WITH APPLICANTS AND OTHERS**

- G.3.1 MMAH will provide the CMHC co-chair with information on each Project application which has been approved five business days before any communication of the approval to the applicant or others.
- G.3.2 All Project and Recipient approval notifications in a form acceptable to both parties shall identify the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” as sources of funding, under the “Investment in Affordable Housing 2011-2014.

- G.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded by the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” pursuant of this Agreement.

#### **G.4 COMMUNICATION WITH THE PUBLIC**

##### Public Information Products

- G.4.1 The Parties may develop information kits, brochures, public reports, and web site material, recognizing the joint funding, to inform potential applicants and the public about the Investment in Affordable Housing 2011-2014 and the Programs.

##### News Releases

- G.4.2 A joint news release shall be issued when this Agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release of each approved Project or group of Projects or Recipients (without disclosing personal information), in which each Party will have equal importance. A news release may include quotations from a federal and a provincial official, other contributors and the applicant. The Parties must agree on these quotations. The Parties shall agree on the timing of the news release.
- G.4.3 The Parties shall co-operate in organizing press conferences, announcements and official ceremonies. The Parties will agree on the message and public statements at such events. The Parties shall agree if, when and where special ceremonies and events will be held. Neither Party, nor any municipality, applicant or contributor shall make any public announcement for a Project or Recipient, without first securing the agreement of the other Party. A Party must be informed of a proposed joint event at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the other Party agrees to the event.
- G.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least 20 working days of such a press conference, public announcement or joint event, which shall not be presented by one Party to another as final. The CMHC and Ontario Ministers or their designated representatives and each Party may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.
- G.4.5 The signing of this Agreement shall be the subject of an official ceremony
- G.4.6 The Parties shall work together to organize such announcements and official ceremonies, and shall follow a mutually agreed upon order precedence. The Parties should jointly agree on the message and public statements at such events.

##### Signage

- G.4.7 MMAH shall ensure that the applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The signage shall indicate that it is a Government of Canada – CMHC and Government of Ontario – MMAH (and municipal as applicable) Investment in Affordable Housing 2011-2014 Project, bear a message approved by each Party, and remain in place throughout the construction period.
- G.4.8 MMAH shall provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription.
- G.4.9 Design, wording and specifications of signs and plaques shall reflect the equal participation of the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” and must be

approved by both Parties. Signs and plaques shall have appropriate spaces indicating participation by the municipality and the applicant, if requested.

- G.4.10 The Parties shall issue specifications for signs and plaques and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.

#### Advertising

- G.4.11 Either Party may organize an advertising or public information campaign, recognizing the joint funding, related to the Investment in Affordable Housing 2011-2014 and the Programs. However, it must inform the other Party of the contents of the campaign's message at least 30 days before it is launched.

#### Payments

- G.4.12 All payments to approved applicants or others pursuant to or related to this Agreement will identify the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" as sources of funding, under the "Investment in Affordable Housing 2011-2014".

### **G.5 COSTS**

- G.5.1 The Joint Committee shall approved an annual communication plan and budget.
- G.5.2 Costs associated with the development and delivery of communications products and activities in the approved communications plan and budget are eligible costs under this Agreement. This would apply to cost incurred by either party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization of special events, as established by both Parties.

### **G.6 MUNICIPALITIES**

- G.6.1 "Municipal and "municipality" include public bodies designated by MMAH as the local functionary for Programs.

**SCHEDULE “G”**  
**PROGRAM GUIDELINES**

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**Introduction**

The Ministry of Housing (MHO) is providing funding under the 2016 Social Infrastructure Fund - Investment in Affordable Housing (SIF-IAH) program for eligible proposals under the Anti-Human Trafficking Community Supports Fund (CSF) that will provide dedicated affordable housing for survivors of human trafficking.

The SIF-IAH program is a joint initiative between MHO and the Canada Mortgage and Housing Corporation (CMHC) with the objective of improving access to affordable housing that is safe, sound, suitable, and sustainable for households across Ontario. Program requirements – including program design, administration and delivery, payment of funding, financial provisions, accountability, and communications – are set out in the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2015 and subsequent supplementary agreements.

SIF-IAH funding provided under the CSF can be delivered under two components:

1. Rental Housing Component
  - Construction and/or acquisition and rehabilitation/repurposing of buildings/housing spaces for supportive and/or transitional housing
2. Operating Component
  - Funding for rent supplements and/or housing allowances to assist with the shelter costs of survivors of human trafficking.

**Anti-Human Trafficking Community Supports Fund Program Objectives**

The CSF supports the two overarching outcomes of the Long-Term Affordable Housing Strategy:

- Decreased number of people who are homeless; and
- Increased number of households achieving housing stability.

The objectives of the CSF include:

- Supporting an effective and coordinated service delivery network that is better equipped to provide responsive, sustainable and comprehensive care for survivors of human trafficking;
- Increasing effective, culturally and linguistically relevant, holistic, and trauma-informed services and care that improve the short and long-term safety and well-being of survivors of human trafficking;
- Building capacity of organizations to better meet the needs of their communities; and
- Supporting evidence-informed programs/approaches that demonstrate improved outcomes for survivors of human trafficking.

The CSF supports initiatives that address the following needs/service gaps:

- Improve the availability of services through wraparound models which incorporate key supports, including transitional and/or longer-term supportive housing options; and
- Support and improve the safe transition of persons at risk from provincially funded institutions and service systems (child welfare, youth justice, domestic violence shelters, etc.) to appropriate services e.g. longer-term housing.

**Scope of the Guidelines**

The Program Guidelines describe the eligible program components for housing initiatives under the CSF. Please note that the Program Guidelines may be updated on an ‘as needed’ basis and changes will be communicated to Service Managers (SMs).

## **Role of the Service Manager**

Service Managers are responsible for:

- Entering into a Transfer Payment Agreement with the Minister for the CSF;
- Providing a letter of support for projects for Ministry approval;
- Entering into funding agreements with housing proponents/landlords/clients;
- Advancing payments to proponents, housing providers, or clients based on agreed upon milestones;
- Monitoring projects to ensure timely completion and occupancy;
- Fulfilling reporting requirements as per the Transfer Payment Agreement;
- Adhering to indemnification provisions as per the Transfer Payment Agreement; and
- Preventing and resolving issues for projects that encounter difficulties.

## **Transfer Payment Agreement**

SMs must enter into a Transfer Payment Agreement with the Minister to deliver housing initiatives under the CSF. The Transfer Payment Agreement contains an accountability framework between the Minister and SMs and outlines the roles and responsibilities of the SM.

The Transfer Payment Agreement outlines:

- Financial provisions (i.e. administration fees, payment claims and financial accountability);
- Eligibility criteria;
- Indemnification and repayment provisions;
- Risk management protocols for projects facing difficulties;
- Reporting, auditing and other accountability enforcement provisions; and
- Other requirements (e.g. French Language Services).

Transfer Payment Agreements should be signed no later than February 28, 2018.

## **French Language Services**

SMs providing a service to the public in connection with the housing initiatives under the CSF and that have an office (including the offices of sub-contractors) located in or serving a designated area must:

- Ensure services are provided in French; and
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with the CSF are available in French.

The list of designated areas can be found in Appendix B.

SMs serving a designated area are required to complete and submit a French Language Services Report to the Ministry confirming that the SM is providing the requisite French language services. The report must be signed and submitted to the Ministry at the time of signing the Transfer Payment Agreement.

SMs are also required to submit annual French Language Services Reports confirming their continued compliance with the French language services requirements, by July 15<sup>th</sup> of each year.

## **Communications Protocol**

SMs delivering housing initiatives under the CSF must agree to adhere to the CMHC-Ontario Agreement for Investment in Affordable Housing (2011-14) Communications Protocol. This is to ensure open, transparent, effective and proactive communications with citizens through ongoing public information activities that recognize the contributions of each party. This approach is consistent with the guiding principles established in the Memorandum of Understanding (MOU) signed by the federal and provincial governments, the Association of Municipalities of Ontario (AMO), and the City of Toronto on August 31, 2005.

### Important Dates

Date	Description
February 28, 2018	Last day to enter into Transfer Payment Agreement with the Minister.
March 16, 2018	Last day for 2017/18 funding allocations to be committed under the CSF. Ministry begins reallocation process for uncommitted 2017/18 funding.
January 31, 2019	Last day for 2018/19 funding allocations to be committed under the Rental Housing component of the CSF. Ministry begins reallocation for uncommitted 2018/19 funding.
March 31, 2019	Housing initiatives under the CSF end. No further funding commitments can be made.
March 31, 2021	Final deadline for disbursement of CSF Rental Housing component funding to projects.
March 31, 2024	Final deadline for disbursement of CSF funding to landlords/clients under the Operating component.

### Funding Commitments

- Rental Housing Component

Rental Housing component funding allocations must be committed by January 31<sup>st</sup> of each program year.

- Operating Component

Allocations for the Operating component will be committed at the beginning of each program year through a letter from the Ministry based on planned commitments. Expenditures must begin in that program year and in accordance with the cash flow projections. SMs are required to report on program take-up through their quarterly updates. The Ministry will provide quarterly payments, based on cash flow projections and actual expenditures.

### Re-allocation

Under the capital components, all annual funding allocations must be committed to projects within specified timelines in each program year; otherwise, the outstanding funding allocation may be reallocated.

### Administration Fees

Five Per Cent (5%) of the CSF notional allocation awarded in the Service Manager's service area will be provided to the Service Manager to offset a portion of the costs incurred by the Service Manager associated with the administration of the CFF.

### Reporting

SM reporting consists of updating and submitting reports with SM progress on a quarterly basis and completing reports specific to each program component as described in their respective sections of the Transfer Payment Agreement.

It is expected that all component-specific reports will be completed and submitted through the Ministry's Grants Ontario System (GOS).

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the 2016 Social Infrastructure Fund Agreement and other established program requirements.

### **Stacking Provisions**

The following stacking provisions are **not allowed** for housing initiatives under the CSF:

- Funding under different streams of the IAH/SIF Operating component cannot be combined.  
*Example: A unit receiving funding under the Rent Supplement stream cannot also house a rental household receiving funding under the Housing Allowance stream.*
- Capital funding must NOT be applied to social housing projects/units as defined under the *Housing Services Act, 2011* (e.g. demolition and replacement or repair of existing social housing units)  
*Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible (see "Rental Housing Component" for more details).*

The following stacking provisions **are allowed** for the CSF:

- Rental Housing component funding may be combined with Operating component funding for the same units.  
*Example: A project may receive Rental Housing funding to create 5 units; the SM may use Rent Supplement funding for those 5 units to provide deeper affordability.*

### **Rental Housing Component**

The Rental Housing component will:

- Increase the supply of rental housing for survivors of human trafficking who are on, or eligible to be on, social housing waiting lists; and
- Ensure that safe, adequate and affordable rental housing is available to survivors of human trafficking.

### **Eligibility Criteria - Projects**

Eligible projects must be one of the following:

- New construction, including additions and extensions;
- Acquisition and, where required, rehabilitation of existing residential buildings to maintain or increase the affordable rental housing stock; or
- Conversion of non-residential buildings or units to purpose-built rental buildings/units.

Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible, provided that the appropriate ministerial or SM consent, as applicable, is obtained as per the *Housing Services Act, 2011*.

Projects that are **not eligible** include:

- Secondary suites in owner-occupied housing;
- Nursing and retirement homes;
- Social housing projects/units that receive ongoing federal and/or provincial subsidies (e.g. demolition and replacement of existing social housing units);
- Shelters and crisis care facilities;
- Owner-occupied housing; or
- Student residences.

## Eligibility Criteria – Units

Units must be modest in size with amenities relative to other housing in the community.

SMs may establish size and amenity requirements. If SMs do not set size requirements, the following provincial average size requirements should be used as a guideline for new construction projects.

Unit Type	Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
<i>Apartment</i>	41.8 m <sup>2</sup>	60.4 m <sup>2</sup>	79.0 m <sup>2</sup>	92.9 m <sup>2</sup>	111.5 m <sup>2</sup>
<i>Townhouse (Row houses)</i>	N/A	65.0 m <sup>2</sup>	83.6 m <sup>2</sup>	102.2 m <sup>2</sup>	120.8 m <sup>2</sup>

Congregate living buildings (rooms with shared living spaces) are also eligible for program funding.

## Project Submission Process

The Provincial Anti-Human Trafficking Coordination Office at the Ministry of Community and Social Services (MCSS) issued a Call for Applications to invite eligible organizations to submit applications for funding under CSF.

All project information for housing projects recommended for funding approval through the Call for Applications process must be submitted by Service Managers through the Grants Ontario System (GOS) along with additional project background information such as that contained in Council/board reports (if applicable).

## Project Approval Process

Following a recommendation of funding and the receipt of project information from the Service Manager through GOS, a project that is approved will receive a Conditional Letter of Commitment (CLC) from the Ministry, which confirms Ministry approval and outlines the steps to take prior to signing a Contribution Agreement (CA).

The CA shall describe legal obligations and reporting requirements for the project. SMs are required to enter into CAs directly with proponents.

As funding allocations must be committed for each year of the program, the deadline to execute CAs is January 31st of each program year to allow time for re-allocation of funds if necessary. SMs that have not signed a CA or have not begun construction by the required dates may have their funding re-allocated.

## Funding

Funding for the Rental Housing component is provided as a forgivable capital loan that is available during the construction phase of the project. The CSF Rental Housing component will fund up to \$150,000 per unit.

## Payment Process

The Ministry will advance funding directly to SMs, who will be responsible for making project payments to housing proponents. SMs will advance funds to proponents based on the completion of construction milestones and compliance with the program requirements.

Funding will be advanced to SMs in three instalments:

- 50% at signing of CA, registration of security, 1st available building permit, and construction start;

- 40% at completion of structural framing for new construction or fifty percent completion for acquisition and rehabilitation projects; and
- 10% at confirmation of occupancy, submission of Initial Occupancy Report and submission of an updated capital cost statement in a form acceptable to the Ministry.

SMs must also obtain and submit to the Ministry an audited capital cost statement within six months following the initial occupancy date of projects, or such additional time acceptable to the Ministry.

The Ministry may consider accelerated payments for projects sponsored by non-profit proponents on a case-by-case basis.

SMs will be required to submit signed payment checklists and documentation in GOS when requesting each payment.

All final payments (10% at confirmation of occupancy) are required to be made within two years of signing the Contribution Agreement, but in any event not later than March 31, 2020. SMs are required to ensure that all projects are completed and request the final payment prior to this deadline.

### **Affordability Criteria and Rents**

Projects approved under the Rental Housing component must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80% of CMHC Average Market Rent (AMR) at the time of occupancy. Average rent is calculated using actual rents paid by tenants and any rent supplements provided by the Service Manager.

While individual unit rents may be set above or below the 80% threshold, in no instance shall a CSF-funded unit have a rent that is greater than the CMHC AMR for the area.

If CMHC AMRs are not available for certain communities, or in instances where in the opinion of SMs the CMHC AMRs do not reflect the actual AMRs in the local market area, SMs may request an alternate AMR by submitting a business case, including a local market rent survey, for the Ministry's consideration.

Projects may include both CSF and market units, but only units with rents that meet affordability requirements will receive CSF funding.

If rent supplements are used for CSF-funded units to provide deeper affordability for tenants, the Service Manager shall ensure that total rent received by a proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100% of CMHC Average Market Rent. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

Rent increases after initial occupancy must be made in accordance with rules established in the *Residential Tenancies Act* (RTA). In addition, rental housing projects are subject to the terms and conditions in the Transfer Payment Agreement. The Transfer Payment Agreement states that rent increases follow the RTA rent increase guidelines, but average rent must still remain at or below 80% of CMHC AMR.

The Ministry updates AMR rent level information on its website annually at [www.mah.gov.on.ca](http://www.mah.gov.on.ca).

### **General Program Requirements**

The following general program requirements apply to projects approved under the Rental Housing component:

- Projects must start construction within three months of signing a CA;

- Projects that do not start construction within three months of signing a CA may have CSF program funding withdrawn and re-allocated;
- Written confirmation of construction start must be provided to the Ministry;
- Site inspections will be conducted at the discretion of the Ministry; and
- Projects must complete construction within two years of signing a CA.

### **Contributions by Others**

SMs and proponents are encouraged to provide additional contributions in order to increase the financial viability of the project and/or to provide deeper affordability.

Contributions by SMs may include: waiving or reducing development charges; planning approvals application fees; building permit fees; and full property tax exemptions, as well as contributions of municipal grants, and municipally-owned land.

Contributions by proponents may include: land or cash; including that from fundraising and donations.

### **Energy Efficiency**

The Ministry encourages the use of energy efficient features in building design and ENERGYSTAR-rated products should be used when available.

### **Suite Meters**

As of January 1, 2011, it is mandatory that suite meters be installed in all new social and affordable housing units.

The *Energy Consumer Protection Act, 2010* and Ontario Regulation 389/10 set out the rules for suite meter installation. For further information, please contact **the Ontario Energy Board's (OEB) Consumer Relations Centre at 1-877-632-2727 or 416-314-2455, or go to [www.ontarioenergyboard.ca](http://www.ontarioenergyboard.ca)**

Please note that although suite meters are required to be installed, the decision to bill tenants directly as a result of suite metering will be at the discretion of each housing provider.

### **Indemnification and Repayment**

There are obligations for all CSF parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment Agreement.

The Ministry has developed the Affordable Housing Program and Investment in Affordable Housing Risk Mitigation Strategies Guide (2012) that provides best practices and clarification on preventing and resolving issues with affordable housing projects that may experience difficulties. The Guide can be found at: <http://www.mah.gov.on.ca/Asset9886.aspx>.

In cases where a CSF project encounters difficulties, the risk mitigation strategies outlined in the Guide may assist proponents and SMs.

### **Reporting**

SMs are also required to complete an Initial Occupancy Report and Annual Occupancy Report once projects are completed and occupied.

In addition, SMs are required to obtain from the proponents and forward to the Ministry an audited capital cost statement within six months following the initial occupancy date, or such additional time acceptable to the Ministry.

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing Program Agreement, the Supplementary Agreement No. 1, the 2016 Social Infrastructure Fund Agreement and other established program requirements. All reports and updates are to be submitted through GOS, where possible.

### **Operating Component**

The objective of the Operating component is to address affordability issues of survivors of human trafficking in modest rental units across the province.

The Operating component consists of two streams:

- Rent Supplement; and
- Housing Allowance.

A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. SMs have discretion to allow Housing Allowance payments to be made directly to landlords on their clients' behalf where they deem it appropriate and where the recipients have chosen this approach and provided written direction and consent.

### **Funding Allocations**

Allocations will be committed at the beginning of each program year through a letter from the Ministry based on the planned commitments. SMs are required to demonstrate program take-up through quarterly updates. SMs may contribute their own funding to the Operating component.

### **Reporting**

SMs are required to break down their Operating component funding by streams and indicate the length of each stream, as well as subsidy levels and estimated number of units/households. They may extend funding for their clients up to March 31, 2024.

CSF reporting consists of submitting Cash-Flow Documentation, and updates on progress through Quarterly Reports. Reports will be completed and submitted through the Grants Ontario System (GOS).

For the Quarterly Report, SMs are required to track spending and client numbers separately for each stream. Quarterly Reports must include, in the case of the Rent Supplement stream, the number of occupied units, and in the case of the Housing Allowance stream, the number of eligible survivors of human trafficking.

SMs are also required to track the following information:

- Landlord agreements and agreements with third-party delivery agencies; and
- Approved client applications.

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the Supplementary Agreement No. 1, the 2016 Social Infrastructure Fund Agreement, the Transfer Payment Agreement, and other established program parameters.

### **Payment Process**

The Ministry will provide quarterly payments based on annual cash flow statements and actual expenditures.

Generally, payments to SMs are made on or near the first day of every quarter of the program year in advance for the upcoming quarter. However, fourth quarter payments are made on or near January 20<sup>th</sup>, instead of the first day of the quarter to allow time for payment reconciliation.

Funds are transferred electronically to SMs. SMs must ensure that the Ministry has their latest banking information to receive these funds.

SMs advance monthly payments to landlords upon the signing of landlord agreements and updated unit occupancy figures. Under the Housing Allowance stream, SMs pay households directly.

### **Client Eligibility**

To be eligible for the Operating component funding, households must be on, or be eligible to be on, social housing waiting lists and have household incomes that do not exceed the applicable Household Income Limits (HILs) in the annually amended Ontario Regulation 370/11 under the *Housing Services Act, 2011*.

Households in receipt of social housing rent-geared-to-income (RGI) subsidy or payments under any other rent support programs are not eligible.

For the purposes of the Operating component, "household" is defined as any family unit or single individual renting either a self-contained unit or a room in shared accommodation.

A rental unit or its occupants can receive only one type of subsidy, either under the Rent Supplement or Housing Allowance stream. In addition, a rental unit can receive only one Rent Supplement subsidy. A household can receive only one Housing Allowance subsidy; that is, two or more members of a household cannot each receive a subsidy under the Housing Allowance stream.

### **Household Income Limits**

If SMs are of the opinion that Household Income Limits (HILs) in the annually amended Ontario Regulation 370/11 under the *Housing Services Act, 2011* are too low and do not correlate with CMHC's Average Market Rents (AMRs) for their areas, they can submit a written request through their Ministry contacts (see Appendix A), for modifications to their HILs.

### **Unit Eligibility**

Self-contained units and congregate living arrangements are both eligible for funding.

Units may be in private buildings or in non-profit or co-operative projects and must be modest (at or below average market rent) and in a satisfactory state of repair. However, only market rent units in social housing developments are eligible, as program funding cannot be combined with rent-geared-to-income (RGI) assistance.

Units must meet local occupancy standards. SMs must establish local occupancy standards and include them in program information available to the public.

### **Average Market Rents**

The Ministry updates AMR information on its website annually.

If CMHC AMRs are not available in certain communities, or if SMs are of the opinion that CMHC AMRs do not reflect the actual AMRs in the local market area, they may request an alternate AMR by submitting a business case, including a local market rent survey, for the Ministry's consideration.

Each SM is responsible for defining what expenses are to be included in monthly rent for the purposes of the program and for ensuring that the monthly rent does not exceed local AMR.

If Operating component funding is used for units funded under the CSF Rental Housing component to provide deeper affordability for tenants, the SM must ensure that the total rent received by a Rental

Housing proponent, including rent from the household and Operating component funding from the SM or other party, shall not exceed CMHC's AMR.

#### **Initial Income Testing**

SMs must establish a clear set of rules to determine whether the applicant's household income is at, or below, HILs. These rules must be in writing and available to the public.

#### **Income Testing / Continued Affordability**

SMs must conduct annual income testing of households to ensure continued eligibility for the Operating component, but may exempt specific types of households. SMs are solely responsible for establishing the necessary rules, forms and procedures to meet this requirement.

## Appendix A – Ministry Contacts

### **Municipal Services Office – Central**

777 Bay Street, 12<sup>th</sup> Floor  
Toronto, ON M5G 2E5  
General Inquiry: 416-585-6226  
Toll Free: 1-800-668-0230  
Fax: 416-585-6882

Contact: Ian Russell, Team Lead, Regional Housing Services  
Tel: 416-585-6965  
Email: [ian.russell@ontario.ca](mailto:ian.russell@ontario.ca)

Serving: Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, York

### **Municipal Services Office – Eastern**

8 Estate Lane, Rockwood House  
Kingston, ON K7M 9A8  
General Inquiry: 613-545-2100  
Toll Free: 1-800-267-9438  
Fax: 613-548-6822

Contact: Mila Kolokolnikova, Team Lead, Regional Housing Services  
Tel: 613-545-2123  
Email: [mila.kolokolnikova@ontario.ca](mailto:mila.kolokolnikova@ontario.ca)

Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, Renfrew

### **Municipal Services Office – Western**

659 Exeter Road, 2<sup>nd</sup> Floor  
London, ON N6E 1L3  
General Inquiry: 519-873-4020  
Toll Free: 1-800-265-4736  
Fax: 519-873-4018

Contact: Tony Brutto, Team Lead, Regional Housing Services  
Tel: 519-873-4032  
Email: [tony.brutto@ontario.ca](mailto:tony.brutto@ontario.ca)

Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, Windsor

### **Municipal Services Office – Northeastern**

159 Cedar Street, Suite 401  
Sudbury, ON P3E 6A5  
General Inquiry: 705-564-0120  
Toll Free: 1-800-461-1193  
Fax: 705-564-6863

Contact: Cindy Couillard, Team Lead, Regional Housing Services  
Tel: 705-564-6808  
Email: [cindy.couillard@ontario.ca](mailto:cindy.couillard@ontario.ca)

Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, Timiskaming

**Municipal Services Office – Northwestern**

435 James Street, Suite 223  
Thunder Bay, ON P7E 6S7  
General Inquiry: 807-475-1651  
Toll Free: 1-800-465-5027  
Fax: 807-475-1196

Contact: Peter Boban, Team Lead, Regional Housing Services  
Tel: 807-473-3017  
Email: [peter.boban@ontario.ca](mailto:peter.boban@ontario.ca)

Serving: Kenora, Rainy River, Thunder Bay

**Housing Programs Branch - Toronto**

777 Bay Street, 14<sup>th</sup> Floor  
Toronto, ON M5G 2E5  
Fax: 416-585-7003

Contact: Walter Battello, Account Manager, Regional Services Delivery Unit  
Tel: 416-585-6480  
Email: [walter.battello@ontario.ca](mailto:walter.battello@ontario.ca)

Serving: Toronto

## Appendix B – List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
<b>Central Region</b>	
City of Hamilton	All of the City of Hamilton as it existed on December 31, 2000
Regional Municipality of Niagara	City of Port Colborne; City of Welland
Regional Municipality of Peel	City of Mississauga; City of Brampton
Regional Municipality of York	City of Markham
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of London	City of London
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

Bill No. 136  
2018

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

A By-law to authorize and approve an Agreement between Ultimate Golf Club Inc. and The Corporation of the City of London.

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 section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Agreement attached as Schedule "1" to this by-law between Ultimate Golf Club Inc. and The Corporation of the City of London is authorized and approved.
2. The City Manager, and his or her written designates, and the Managing Director of Parks and Recreation, and his or her written designates, are severally delegated the authority to approve such further other documents, including further agreements with 3<sup>rd</sup> party golf resellers that are:
  - i) consistent with the requirements contained in the Agreement authorized and approved in 1 above;
  - ii) that do not require additional funding or are provided for in the City's current budget; and,
  - iii) that do not increase the indebtedness or liabilities of The Corporation of the City of London.
3. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law and any other documents approved under section 2 of this by-law.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading - March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

## SCHEDULE "1"

### AGREEMENT

**THIS AGREEMENT** dated the **5th** day of **April, 2018**, and effective as of the **15th** day of **April, 2018**

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter called the "City")

-and-

**ULTIMATE GOLF CLUB INC. (formerly LONDON GOLF CLUB INC.)**  
(hereinafter called the "Reseller")

**WHEREAS** the Reseller is a corporation duly incorporated pursuant to the laws of the Province of Ontario;

**AND WHEREAS** the Reseller purchases spots on tee-off times from various golf courses, and then resells the spots on tee-off times to the Reseller's members;

**AND WHEREAS** the Reseller allows the Reseller's members to reserve a golf club spot via its website, and to reserve a spot on the tee-off time directly with the golf course;

**AND WHEREAS** the City owns and operates 4 golf courses (Thames Valley Classic, Fanshawe Traditional, Fanshawe Quarry, and River Road ["City Golf Courses"]), offering various tee-off times with 4 spots per tee-off time;

**AND WHEREAS** the City wishes to maximize the usage of its City Golf Courses;

**AND WHEREAS** the Reseller has offered to: (i) pay the City a lump sum of \$50,000 plus applicable tax in exchange for a block of up to 1850 unused spots on tee-off times at City Golf Courses which it can then resell to the Reseller's members;

**NOW THEREFORE** in consideration of the premises and the mutual covenants and agreements herein, the parties hereto covenant and agree as follows:

#### **1.0 DEFINITIONS:**

1.1. In this agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **"City Representative"** means the person delegated the authority to represent the City for the purposes of this agreement.
- (b) **"Spot"** means one of four spots in a tee-time at a City Golf Course, and "Spots" shall have a corresponding meaning.

#### **2.0 TERM:**

##### **2.1 Length of Term**

The term of this Agreement shall commence April 15, 2018 and shall terminate on November 30, 2018, subject to earlier termination as provided for in this Agreement.

#### **2.2 TERMINATION**

2.2.1 The City may terminate this Agreement for any reason and at any time without liability, cost or penalty, upon giving written notice to the Reseller at least thirty (30) calendar days before the desired termination date.

2.2.2 The City, without liability, cost or penalty may terminate this Agreement immediately upon giving notice to the Reseller if:

- (a) in the sole discretion of the City Representative, the Reseller has breached any term, warranty, representation, condition or provision of this Agreement;
- (b) Bankruptcy:
  - (i) the Reseller is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and the regulations made thereunder; or,
  - (ii) a receiver or trustee of the Reseller's property and affairs is appointed; or,
  - (iii) the Reseller makes an assignment, proposal, compromise, or arrangement for the benefit of the creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) the City's Municipal Council ceases to own or operate the City's golf courses.

2.2.3 Where the City terminates this Agreement, the City shall return the lump sum paid by the Reseller for the term on a *pro rata* basis based on the number of unused Spots at \$23 plus tax per Spot.

### 3.0 OBLIGATIONS OF THE CITY:

#### 3.1 Tee-times

- (a) The City shall reserve to the Reseller up to 8 Spots per day at City Golf Courses, from the start of the City's golf season to the end of the City's golf season, to a maximum of 1850 Spots at any one time, as follows and subject to the listed restrictions:
  - (i) Thames Valley Classic –
    - 8 Spots per day;
    - restriction: no Spots before 10:00 a.m.
    - restriction: no Spots on Wednesday.
  - (ii) Fanshawe Traditional –
    - 8 Spots per day;
    - restriction: no Spots before 10:00 a.m.
  - (iii) Fanshawe Quarry –
    - 8 Spots per day;
    - restriction: no Spots before 9:00 a.m.
  - (iv) River Road –
    - 8 Spots per day;
    - restriction: no Spots before 9:00 a.m.
- (b) The City's obligation to reserve the Spots to the Reseller is subject to the availability of such Spots at the time the Reseller member contacts the City to book the Spot.
- (c) The City shall not charge any green fees to a Reseller member who has booked a Spot directly with the City and who provides the City with their membership card and photographic identification.
- (d) The City may charge the Reseller member for any other services the Reseller member requests, including but not limited to golf cart rental, golf lessons, pull cart rentals, club storage, lockers, food and drink.

### 4.0 OBLIGATIONS OF THE RESELLER:

- 4.1 The Reseller shall pay the City \$10,000 plus tax on April 5<sup>th</sup> followed by 8 equal consecutive monthly installments of \$5000.00 (plus applicable taxes) on the 15<sup>th</sup> of each month beginning April 15, 2018 for the first 1850 Spots, whether or not all Spots are used.
- 4.2 After September 15, 2018 the Reseller may request the City to reserve individual Spots above and beyond the first 1850, and the Reseller shall pay the City a fee of \$23.00 (plus applicable taxes) per Spot.
- 4.3 The Reseller shall ensure it advises the Reseller's members to:
  - (a) book a spot in a tee-time directly with the City; and

(b) carry the Reseller's membership card and photo identification when attending at the City Golf Course; otherwise the City's green fees as set out in its fees and charges by-law will be imposed on the Reseller member.

4.4 (a) The Reseller shall ensure the Reseller's members advise the Reseller that they will be reserving or have reserved a Spot at a City Golf Course.

(b) The Reseller shall be responsible for any reservation of a Spot by a Reseller's member, including but not limited to:

(i) in the event that the Reseller's member has not advised the Reseller of the reservation of a Spot at a City Golf Course; and

(ii) in the event that the Reseller's member has made a reservation of a Spot at a City Golf Course but cancels the reservation, and such reservation of a Spot shall be used in calculating the number of Spots available to the Reseller.

4.5 The Reseller shall ensure that any rate it advertises for its use of a City Golf Course is greater than the applicable golf course member fee set out in the City's Fees and Charges By-law.

4.6 The Reseller shall ensure that it does not use the names of the City Golf Courses for its own search engine optimization (SEO) without the prior written consent of the City Representative.

4.7 The Reseller shall ensure that it obtains the City's prior written consent prior to using the City's logo or other intellectual property of the City. The City retains the right to approve any marketing materials that refer to the City or the City Golf Courses or any other City facility, and such approval can be sought through the City Representative.

4.8 The Reseller shall ensure that it discloses to the City, in writing and in advance, all proposed links to any other website. The City may terminate the Agreement upon 30 days' notice, without penalty, if in its sole discretion it does not approve of some or all of the proposed links.

4.9 The Reseller shall fully disclose to the City any of the Reseller's programs that could leverage the City's golf course customers.

4.10 The Reseller shall not carry on any business or endeavour that would constitute an actionable nuisance.

4.11 (a) The Reseller agrees that it shall obey and observe all laws, by-laws and regulations of the City, the Province of Ontario and the Government of Canada.

(b) The Reseller represents that its purchase and resale of Spots at City Golf Courses complies with all laws, by-laws and regulations of the City, the Province of Ontario and the Government of Canada.

## **5.0 INSURANCE:**

5.1 **Insurance.** The Reseller shall obtain and maintain during the term of this Agreement, at Reseller's sole expense:

(a) general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the City as an additional insured with respect to Reseller's operations, acts and omissions relating to its obligations under this Agreement, such policy to include, personal injury, contractual liability, owners' and contractor's protective, contingent employers liability, cross liability and severability of interest clauses.

(b) comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Insurance Policy, or equivalent Fidelity Bond, in the amount of Fifty Thousand Dollars (\$50,000). The City shall be shown on the Policy as a named Obligee with respect to incidents affecting payment to the City as a result of losses from perils insured thereunder.

(c) Reseller shall furnish the City with evidence of the insurance described above on the City's standard Insurance Certificate (Form #0788) which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance on or before execution of this Agreement, and upon reasonable request thereafter as the City deems necessary.

**6.0 INDEMNITY:**

- 6.1 The Reseller shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, of every nature and kind whatsoever, including reasonable legal fees, occasioned wholly or in part whether willful or otherwise arising out of any breach, violation or non-performance on the part of the Reseller of any covenant or provision in this agreement, whether arising from actions of the Reseller or by its employees, servants, agents, subcontractors or others the Reseller is responsible for at law. Such indemnification shall continue in effect after expiry of this Agreement.
- 6.2 The Reseller shall further indemnify and hold the City harmless from and against any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the City to pay tax, charges or penalties in respect of any claims, demands and amounts payable in accordance with this agreement which may be made by, on behalf of, or related to any government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the Reseller's behalf.

**7.0 NOTICE:**

- 7.1 All notices required by this agreement shall be in writing and shall be sent by facsimile transmission or delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.
- 7.2 Notice to the City shall be addressed to:

City Clerk  
The Corporation of the City of London  
300 Dufferin Avenue  
P.O. Box 5035  
London, ON N6A 4L9

and to

Division Manager, Parks & Recreation  
The Corporation of the City of London  
355 Wellington Rd, Suite 248  
P.O. Box 5045  
LONDON, ON N6A 4L6

- 7.3 Notice to the Reseller shall be addressed to:

Cam Fowell  
Ultimate Golf Club Inc.  
39 Denham Way  
Stittsville, ON K2S 1H5

- 7.4 All notices so sent shall be deemed to have been received by the recipient on the date of the facsimile transmission, or on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. The above address of either the City or the Reseller may be changed by giving the other party written notice of the new address.
- 7.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

**8.0 GENERAL:**

- 8.1 Further Acts  
The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.
- 8.2 Partial Severability  
If any part of this agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

- 8.3 Headings  
The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this agreement.
- 8.4 Entire Agreement  
This agreement embodies the entire agreement of the parties with regard to the matters herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this agreement.
- 8.5 Amendments  
No subsequent alteration, amendment, change or addition to this agreement shall be binding on the City or the Reseller unless in writing signed by each of them.
- 8.6 Assignment  
Neither the City nor the Reseller shall assign this agreement or any part of it without obtaining the prior written consent of the other party, which consent may be unreasonably withheld.
- 8.7 Non-Exclusivity  
The City's obligations under this Agreement are non-exclusive to the Reseller.
- 8.8 Not a Partnership  
The parties are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Reseller or between the City and any employees, agent or contractor of the Reseller.
- 8.9 Enurement  
This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.
- 8.10 Governing Law  
This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.
- 8.11 Waiver  
Any waiver by the City of any breach by the Reseller of any of the provisions of this Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
- 8.12 Circumstances Beyond the Control of Either Party  
Neither party shall be responsible for damages caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.
- 8.13 Execution  
The Reseller acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions. Further the Reseller agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this agreement.

**IN WITNESS WHEREOF** the Reseller has hereunto affixed its corporate seal under the hands of its duly authorised officers in that behalf and the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

**THE CORPORATION OF THE CITY OF LONDON**

---

Matt Brown, Mayor

---

Catharine Saunders, City Clerk

**ULTIMATE GOLF CLUB INC.**

---

Per:

Name: Cam Fowell

Title:

I/We have authority to bind the

Bill No. 137  
2018

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

A By-law to approve the London Homeless Management Information System Hosting Agreement between the City of London and Homeless Serving Organizations, and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement.

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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

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

1. The London Homeless Management Information System, Hosting Agreement (the "Hosting Agreement") between the Corporation of the City of London, and
  - London Cares Homeless Response Services
  - Addiction Services of Thames Valley
  - Youth Opportunities Unlimited
  - Mission Services of London
  - Canadian Mental Health Association, Middlesex
  - St. Leonard's Society of London
  - Unity Project for Relief of Homelessness in London
  - The Governing Council of the Salvation Army
  - Such other Parties as may from time to time become parties by entering into an Additional Party Agreement,attached as Schedule 1, is authorized and approved;
  
2. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to execute the Hosting Agreement;

3. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to authorize and approve Additional Parties to enter into the Hosting Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Hosting Agreement; and,

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading - March 27, 2018  
Second Reading – March 27, 2018  
Third Reading - March 27, 2018

**Schedule 1**

**This agreement dated the 1<sup>st</sup> day of April, 2018.**

**LONDON HOMELESS MANAGEMENT INFORMATION SYSTEM HOSTING AGREEMENT**

**BETWEEN:**  
THE CORPORATION OF THE CITY OF LONDON  
(the "City")

OF THE FIRST PART

-and-

London Cares Homeless Response Services

-and-

Addiction Services of Thames Valley

-and-

Youth Opportunities Unlimited

-and-

Mission Services of London

-and-

Canadian Mental Health Association, Middlesex

-and-

St. Leonard's Society of London

-and-

Unity Project for Relief of Homelessness in London

-and-

The Governing Council of the Salvation Army

-and-

SUCH OTHER PARTIES as may from time to time become parties by entering into an  
Additional Party Agreement ("New Parties", and each a "New Party")

(collectively the "Organizations", and each an "Organization" )

OF THE SECOND PART

**RECITALS**

WHEREAS the Homeless Individuals and Families Information System ("HIFIS") is a software system made available by Employment and Social Development Canada ("ESDC") to organizations across Canada for the purpose of better managing their programs serving individuals and families experiencing homelessness;

AND WHEREAS HIFIS is a computer software program designed to assist Organizations with daily operations such as booking in Clients, maintaining bed lists, and producing daily and monitoring reports;

AND WHEREAS, by creating one national data collection and management software system, communities and Organizations across Canada are able to, over time, compare aggregate data on the nature of homelessness in their communities;

AND WHEREAS Clients of the Parties often seek services for the homeless from more than one Party, and the Parties would like to access the Client's Personal Information collected by each of the Parties about such Clients in order to provide the best possible services to them;

AND WHEREAS the City is designated under the *Housing Services Act, 2011* as the Service Manager for the service area of the City of London and County of Middlesex, and as such shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the Service Manager's service area;

AND WHEREAS the City has entered into an agreement with Employment and Social Development Canada to host the HIFIS;

AND WHEREAS the City has entered into an agreement with a third-party provider for a cloud-based hosting environment for the HIFIS;

AND WHEREAS the Organizations and the City have agreed that where two or more of them provide services to the same Client, they will make information about the Client available electronically to other applicable Organizations and the City for the purpose of more efficiently and effectively providing or assisting in the provision of services for the homeless services to the Client to whom the information relates;

AND WHEREAS the City, in hosting the HIFIS, wishes to authorize homeless service providers in London to access the cloud-based hosting environment for the HIFIS, where data on that cloud-based hosting environment can be shared on a need-to-know basis, and known as the London Homeless Management Information System ("HMIS");

AND WHEREAS the City, pursuant to its agreement with ESDC, also wishes to provide aggregate data from the cloud-based hosting environment to ESDC;

AND WHEREAS it is a guiding principle of this Agreement that, by working together and sharing information, Organizations that are working to improve the housing stability of individuals and families experiencing homelessness in the City of London can better understand homelessness, improve services, and reduce and prevent homelessness in London;

AND WHEREAS the HMIS is developed based on the Guiding Principles identified in the London Homeless Prevention System Implementation Plan:

- Housing with Support/Housing First
- Homelessness is a solvable problem
- Individual and family centred
- Partnership based
- London driven
- Neighbourhood based
- Harm reduction approach
- Inclusive
- Fiscally responsible
- Outcome focused;

AND WHEREAS the Parties have entered into an Inter-Organization Information Sharing Agreement with respect to sharing of information on the HMIS;

NOW THEREFORE, for good and valuable consideration, the City and the Organizations agree with each other as follows:

#### 1.1 INTERPRETATION

#### 1.2 DEFINITIONS

In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

**"Aggregate Data"** refers to information that cannot be used to identify a specific individual. The information compiled from HIFIS data exports is generally referred to as aggregate data since it brings all export data together in a single database for reporting and analysis;

**“Agreement”** means this agreement entered into between the City and the Organizations and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;

**“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

**“Client”** means an individual or a family unit receiving services from an Organization that is part of the shared information system;

**“Database Files”** means electronic files containing data stored in a computing environment;

**“Effective Date”** means April 1, 2018;

**“HIFIS Application Host”** means the City as the provider of hosting services for London’s installations of the HIFIS 4.0 (or any subsequent versions) and accompanying software;

**“Information Sharing Agreement”** means the agreement entered into between the Parties related to the sharing of information in the HMIS among the Organizations and the City;

**“Organization”** means an organization providing services to individuals and families experiencing homelessness or at risk of homelessness, and is a signing Party to this Agreement;

**“Parties”** means the City and the Organizations and **“Party”** means any of them, as the context may require;

**“Personal Information”** means any information about an identifiable individual, and some examples of personal information are information relating to race, national or ethnic origin, colour, religion, sex, age, sexual orientation or marital or family status, information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual, and personal health information;

**“Services”** means the services to be provided by the City to Organizations under this Agreement as more particularly described in Schedule B;

**“User”** means the staff of the Organizations that has permission to use the shared HIFIS and HMIS.

### 1.3 SCHEDULES

The following Schedules are attached to and form part of this Agreement:

Schedule A – Form of Adhesion (Agreement for New Parties)

Schedule B - Services

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

### 2.0 TERM OF THIS AGREEMENT

2.1 This Agreement shall be in force from the Effective Date until it is superseded or replaced by a subsequent agreement or unless terminated in accordance with the Termination provisions in this Agreement.

### 3.0 SERVICES OF CITY

3.1 The City will provide the Services set out in Schedule B. The City will use reasonable commercial efforts to meet the service level objectives set out in Schedule B. The failure of the City to provide the Services or to meet the service level objectives does not constitute a breach of this Agreement by the City.

3.2 The City, as the HIFIS Application Host, shall be solely authorized to designate City personnel to access the HIFIS application and Database Files for the purposes of

maintenance, upgrades, security, reporting, auditing and backup of the system, subject to the Consent to Release Personal and Health Information signed by the Client.

- 3.3 The City, as the HIFIS Application Host, shall be solely authorized to allow access to HMIS by any entity.

#### 4.0 REQUIREMENTS OF ORGANIZATION

##### 4.1 REPRESENTATIONS AND WARRANTIES

Each Organization represents and warrants:

- (a) it has developed and implemented the required policies and procedures relating to the confidentiality, security and privacy of Personal Information of its own Clients required under any applicable legislation;
- (b) it is a corporation under the laws of Ontario;
- (c) it is duly authorized to enter into this Agreement; and,
- (d) the individuals executing this Agreement on its behalf are authorized to sign on its behalf and to bind it to the terms and conditions of this Agreement.

##### 4.2 COVENANTS

Each Organization shall:

- (a) comply with all laws applicable to their use of the HMIS under this Agreement and the Information Sharing Agreement including all applicable privacy legislation;
- (b) be responsible for their employees and other agents who are HMIS and HIFIS Users;
- (c) ensure that their employees or other agents are trained and comply with the terms set out under this Agreement and an Information Sharing Agreement;
- (d) keep their staff informed of any HIFIS changes including such things as upgrades, data security requirements and user confidentiality and conduct.
- (e) ensure that their employees or other agents maintain the confidentiality of all data in the HMIS;
- (f) ensure that their employees or other agents access and use Personal Information of a Client solely for purposes of assisting in the provision of homelessness services to the Client to whom the Personal Information relates, and will limit such access and use to what is necessary for such purposes;
- (g) ensure that if the Organization or their employees or other agents become aware that a Client has withheld or withdrawn consent for the collection, use or disclosure of the Client's Personal Information, the Organization shall ensure that all access, use and disclosure of the Personal Information by the Organization will cease, and advise their own Privacy Officer and the City's Privacy Officer;
- (h) ensure that their employees or other agents do not disclose their HIFIS passwords to any person, and that they do not use another person's HIFIS password or other access information;
- (i) ensure that the technological requirements including security of the data are established and maintained in accordance with standard requirements related to the protection of information, and shall provide the City, upon the City's request, with a copy of the Organization's standards related to the protection of information;
- (j) have policies in place to ensure that its employees and other agents understand their obligations with respect to the protection of Personal Information of the Client;
- (k) have systems in place to monitor improper or unauthorized data access of its employees and other agents, and have processes in place to be followed in the event that the monitoring reveals improper or unauthorized data access;
- (l) have systems, policies and procedures in place to protect Personal Information against theft, loss and unauthorized access, use, disclosure and destruction;

- (m) shall only collect, use and disclose Client information if the Client provides a Consent to Release Personal Information in a form that has been approved in writing by the City ("Consent");
- (n) not make available in the HMIS the Personal Information of a Client unless the Organization has the appropriate Consent from the Client;
- (o) ensure Clients signing the Consent are aware of HMIS, HIFIS and its application and its uses;
- (p) inform the Client that the City is the HIFIS Application Host;
- (q) ensure the accuracy and the security of the information collected and entered into the HIFIS program;
- (r) participate in activities related to working with other Organizations and with the City to maintain the integrity of the HMIS;
- (s) release and exchange information to the City and other Organizations electronically through HIFIS based on the terms set out in this Agreement, subject to obtaining a Consent from the Client;
- (t) inform all the Parties immediately if there is a privacy or security breach involving Client's Personal Information; and,
- (u) terminate the use by any of its Users if the authorization of that User has been terminated, or if this Agreement with the Organization has been terminated.

4.3 Each Organization shall collaborate and cooperate with other Organizations and the City to investigate and address any privacy or security breaches that are affecting or likely to affect Personal Information.

4.4 **DATA AND SYSTEM SECURITY**

- (a) Each Organization shall:
  - (i) immediately cease electronic access to the HIFIS Database at the City's request;
  - (ii) immediately cease electronic access to the HIFIS Database when there is a concern that the Organization's computer hardware, software or internet connection may not have adequate safeguards in place for the prevention of unwanted interference with the HIFIS Database, including, without limitation: security threat; virus; or privacy breach;
  - (iii) maintain at all times, virus detection and security features to prevent unauthorized use, acceptable to the City. The Organizations understand that the City may establish or change requirements from time to time, and the Organization shall comply with the requirements within one (1) Business Day;
  - (iv) ensure that any of its employees or other agents who have been issued a password for the HIFIS Database (User) will collect, use and disclose Client information in accordance with privacy legislation including and not limited to PIPEDA, and PHIPA. The data collected will only be used in accordance with what is permitted within this Agreement; and,
  - (v) take every reasonable precaution regarding the protection of the Client's Personal Information, including ensuring that such things as:
    - (i) computer passwords are protected;
    - (ii) computer passwords are not shared;
    - (iii) Client information will not be left unattended on computer screens; and,
    - (iv) Client information will only be viewed by the Organization's employees or agents on a need to know basis.
- (b) Each Organization shall have system security features in place at all times, to prevent unauthorized access of the HIFIS and to safeguard the information

contained within the application.

- (c) Each Organization shall ensure that the following system security requirements are used in association with the use and operation of the HIFIS Database, at all times:
- (i) System Updates – Updates must be installed within one (1) business week of their release for all operating systems such as Windows, Mac, Linux, etc.;
  - (ii) Web Browser Updates – Regular updates must be installed within one (1) business week of their release on all web browsers such as Internet Explorer, Firefox, Google Chrome, etc.;
  - (iii) Software Updates – Updates must be installed for all software such as Adobe, MS Office, Java, etc.;
  - (iv) Antivirus Protection – Must be configured to automatically update on a real time basis and configured to delete any detected virus/malicious software;
  - (v) Firewall Protection – Must be configured to restrict incoming access by using either a hardware or software firewall with regular updates applied;
  - (vi) Password Changes – Passwords must be changed at a minimum of every three months and immediately following an identified threat such as unauthorized access on the system. A minimum of six characters must be used when establishing a password; and,
  - (vii) Remote Access Connection – (including Remote Desktop, VPN, and remote administration) – Must be controlled with regularly updated software/firmware and be configured to use strong/complex passwords.

#### 4.5 HIFIS SPECIALISTS

Each Organization shall identify and support their own staff person to assume a HIFIS Specialist role. The role of the HIFIS Specialist is to:

- (a) support the Organization staff in using the HIFIS application;
- (b) set up new Users in the HIFIS, set and reset passwords when required and decommission Users as required;
- (c) provide troubleshooting support to Users and act as first point of contact for all HIFIS support for their organizations; and,
- (d) be assigned other duties and responsibilities as required by the Organization.

#### 4.6 USER MANAGEMENT

Each Organization shall:

- (a) set up Users and assign roles;
- (b) remove User accounts immediately following staff departure and update User privileges following a change in staff role; and
- (c) maintain an accurate inventory of the HIFIS accounts assigned to roles.

#### 5.0 REVIEW PROCESS

- 5.1 All revisions and amendments to this Agreement shall be made by way of an amending agreement signed by the Parties to the Agreement.

#### 6.0 TERMINATION

- 6.1 The City may, without liability, immediately terminate the Organization's access to the HIFIS Database and terminate the Agreement with that Organization if, in the sole opinion of the City, the Organization fails to comply with the provisions contained in this Agreement, or any policies that may be put in place from time to time.
- 6.2 In the event that the City can no longer host the HMIS for any reason whatsoever, the City may, without liability, terminate this Agreement, and may, in its sole discretion:
- (a) notify the Parties to this Agreement as soon as possible;
  - (b) consult with the Parties to this Agreement about the feasibility of finding a new host for the continuation of the database; and
  - (c) secure, transfer, or destroy the master copy of the database as may be required and appropriate to the agreed upon solution and applicable legislation.
- 6.3 An Organization may terminate its participation in the HIFIS and this Agreement by providing sixty (60) days' prior notice to the City and the other Organizations.
- 6.4 If this Agreement is terminated with respect to an Organization, the Organization shall no longer have access to the HMIS and any data in the HIFIS after the termination date.
- 6.5 An Organization's participation in this Agreement shall immediately terminate if the Organization ceases operation.
- 6.6 The obligations of Subsections 4.2(u), 4.4(a)(i) and Sections 6.4, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 10.2, 10.3 and this section shall survive the termination of this Agreement.

## **7.0 DISCLAIMER AND APPLICATION OF LAWS**

- 7.1 The parties to this Agreement agree and accept that the HIFIS database or the HMIS may become inoperable on a temporary or permanent basis due to technical or other unforeseen reasons that are beyond the control of the City, despite the City's best efforts to host the HMIS system.
- 7.2 Organizations accept the HIFIS database "AS IS" and the use of the HIFIS database and HMIS is at the Organizations' own risk. The City disclaims any and all implied or express warranties or conditions, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose, regardless of whether the City knows or has reason to know of the Organization's particular needs.
- 7.3 In consideration for the City's Agreement to host the HIFIS database, the parties to the Agreement agree to waive any and all claims against the City, its officers, employees, councillors and agents, and to release the City from any and all liability for any loss, damage, expense and other consequence whatsoever that the parties may suffer as a result of the City's acts, omissions and obligations under this Agreement, including but not limited to any temporary or permanent interruptions in operations of the HIFIS system.
- 7.4 The HIFIS database is not guaranteed to perform at 100% availability and each Organization will be required to maintain alternate means of disclosing, retaining and collecting information.
- 7.5 The Parties to this Agreement agree that they will participate in and use the HIFIS database in a manner that is in accordance with all applicable laws and regulations, including those relating to privacy. The collection, use, disclosure, retention and destruction of Personal Information by Parties to this Agreement will be solely managed and governed by each Party in accordance with applicable laws and regulations.
- 7.6 **PERSONAL HEALTH INFORMATION PROTECTION ACT**  
 If an Organization is or becomes a "Health Information Custodian" under the *Personal Health Information Protection Act, 2004* (PHIPA), it shall notify the City immediately. Where the City provides goods or services to a Health Information Custodian to use electronic means to use, disclose, retain or dispose of personal health information, the City may be considered a Health Information Network Provider and would have further obligations under PHIPA.

**7.7 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Each Organization understands that records in the custody and control of the City, including records in the HMIS and HIFIS, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to disclosure in accordance with that Act.

**8.0 LIMITATION OF LIABILITY**

8.1 The Parties acknowledge that the provision of the HMIS and HIFIS to the Organizations is not in the City's ordinary course of business and is being provided as a benefit for the Organizations. No Party will seek recourse against the City for damages arising out of or in connection with this Agreement or the Information Sharing Agreement.

**9.0 INSURANCE AND INDEMNITY**

9.1 Throughout the term of this Agreement, each Organization shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Organization's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

9.2 The Organization shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

9.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

9.4 Each Organization undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Organization's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Organizations, the Organizations' employees or persons for whom the Organizations are at law responsible;
- (b) any loss or misuse of funds held by the Organization as described in this Agreement;
- (c) the acts or omissions of the Organization, the Organization's employees or any person for whom the Organization is at law responsible in performing Services or otherwise carrying on the Organization's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Organizations, the Organization's employees or persons for whom the Organization is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind;
- (e) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Organization, the Organization's employees or others for whom the Organization is at law

responsible in connection with the performance of Services or otherwise in connection with the Organization's business.

9.5 The Organizations shall defend, indemnify and save harmless the City from any and all damages, claims, losses or actions whatsoever arising from the indemnifying Party's participation in, and use of, the HIFIS system, and the HMIS, and in relation to their acts, omissions and performance or non-performance of their obligations under this Agreement.

9.6 In no event shall the City be liable for any indirect, consequential or punitive damages, even if advised of the possibility.

10.0 **GENERAL**

10.1 **NO ASSIGNMENT**

No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the City.

10.2 **CONFLICT – OTHER AGREEMENTS OR DOCUMENTS**

In the event of a conflict between any provision of this Agreement and any other agreement or document between the Parties in connection with this Agreement, the relevant provision of this Agreement shall prevail.

10.3 **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The Parties will observe the exclusive jurisdiction of the courts of the province of Ontario in respect of any dispute raised under this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

\*Per:

Name: \_\_\_\_\_  
Lynne Livingstone

Title: Managing Director,  
Neighbourhood, Children & Fire  
Services

Date:

**LONDON CARES HOMELESS RESPONSE SERVICES**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.



**ADDICTION SERVICES OF THAMES VALLEY**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**YOUTH OPPORTUNITIES UNLIMITED**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**MISSION SERVICES OF LONDON**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**CANADIAN MENTAL HEALTH ASSOCIATION,  
MIDDLESEX**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**ST. LEONARD'S SOCIETY OF LONDON**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**UNITY PROJECT FOR RELIEF OF HOMELESSNESS  
IN LONDON**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**THE GOVERNING COUNCIL OF THE SALVATION  
ARMY**

\*Per:

Name: \_\_\_\_\_

Title:

Date:

\*Per:

Name: \_\_\_\_\_

Title:

\*I/We have the authority to bind the Corporation.

**Schedule A**

Form of Adhesion (Agreement for New Parties)

This Additional Party Agreement to the Hosting Agreement made April 1, 2018, is entered into by **[insert legal name of Organization that is a New Party]** (“Organization”), effective [insert date] \_\_\_\_\_, 20\_\_\_\_.

WHEREAS the New Party has been approved by the City to enter into this Agreement;

AND WHEREAS the New Party wishes to participate in the HMIS;

NOW THEREFORE in consideration of being accepted as a Party to the Agreement, the New Party agrees with all present and future Parties to the Agreement as follows:

- 1. The terms used in this Participation Agreement have the meanings attributed to them in the London Homeless Management Information System Hosting Agreement (the “Hosting Agreement”) dated April 1, 2018.
- 2. The Hosting Agreement establishes the terms and conditions upon which the City will make the HMIS and the HIFIS available to and provide the Services to the Organizations and the New Party.
- 3. The New Party agrees to comply with and be bound by all of the terms and conditions of the Hosting Agreement as if the New Party were a signatory to the Agreement. The New Party shall comply with all of the obligations of an Organization under the Agreement.
- 4. The New Party’s Privacy officer is: <insert Name, address, phone, fax, email>
- 4. The following is the contact information for the New Party for the purposes of all communications and notice under the Agreement:

Name:  
 Contact Name/Title:  
 Address:  
 Telephone:  
 Fax:  
 Email:

In witness whereof, this Agreement has been executed by the New Party and the City.

**The Corporation of the City of London**

Per: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Insert Legal Name of New Party Organization]**

Per: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation.

## **Schedule B**

### Services

The City will provide the following services with respect to the HMIS:

The City will maintain a contract with a cloud provider to host the London Homeless Prevention Network's HIFIS database in a cloud environment;

The City holds the Data Provision Agreement with the Government of Canada for the HIFIS and manages such things as HIFIS upgrades, HIFIS patches and HIFIS testing and will keep participating Organizations informed of such things as upgrades;

The City will designate a Privacy Officer to act as a single point of contact with respect to breaches of Personal Information and to handle requests for Personal Information from external parties; and,

In cooperation with the HIFIS, each Organization and the City, Support Services will be maintained for such things as problem solving issues that arise from time to time. Hours of service will be determined.

The City has the following responsibilities:

- "Incident Management": Facilitation and coordination of response to privacy incidents that involve multiple organizations
- "Client Privacy Rights Support": Facilitating and coordinating responses among Organizations where a complaint involves more than one Organization
- "Audit Log Review": Reviewing audit logs for potential incidents that affect Personal Information or hosted services infrastructure; notifying Organizations of incidents in the hosted services environment that affect the Organizations; and,
- "Data Quality": monitoring data quality issues and errors from Organization upload and informing Organizations.

The City will make reasonable efforts to establish data security requirements to be maintained by both the City and participating Organizations.

#### HIFIS Functionality

The City will review and assess modification requests and execute modifications subject to available resources, need and compatibility with the HIFIS software.

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

A By-law to approve London's Homeless Prevention Network Inter-Organization Information Sharing Agreement between participating Homeless Serving Organizations, including the City of London, and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement.

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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

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

1. London's Homeless Prevention Network Inter-Organization Information Sharing Agreement (the "Information Sharing Agreement") between the Corporation of the City of London, and
  - London Cares Homeless Response Services
  - Addiction Services of Thames Valley
  - Youth Opportunities Unlimited
  - Mission Services of London
  - Canadian Mental Health Association, Middlesex
  - St. Leonard's Society of London
  - Unity Project for Relief of Homelessness in London
  - The Governing Council of the Salvation Army,attached as Schedule 2, is approved;
2. The Managing Director, Neighbourhood, Children and Fire Services is delegated authority to execute the Information Sharing Agreement; and,
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading - March 27, 2018  
Second Reading – March 27, 2018  
Third Reading - March 27, 2018

# **The London Homeless Prevention Network**

## **Inter-Organization Information Sharing Agreement**

Approved by the  
London Homeless Prevention Network at the  
meeting of March 6, 2018

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## **1 PURPOSE**

- a) The Inter-Organization Information Sharing Agreement (“Agreement”) is a binding Agreement between participating Organizations (“Organizations”), intended to provide standards to achieve a consistent use of a shared Homeless Management Information System (HMIS) known as the Homeless Individuals and Families Information System (HIFIS). This Agreement includes parameters around the collection, use, disclosure, and protection of personal and health information of Participants.
- b) This Agreement supports a collaboration between Organizations that are working to improve the housing stability of individuals and families experiencing homelessness in the City of London. By working together and sharing information, organizations can better understand homelessness, improve services, and reduce and prevent homelessness in London.

## **2 GUIDING PRINCIPLES**

- a) The Inter-Organization Information Sharing Agreement is built upon the following Guiding Principles as identified in the London Homeless Prevention Implementation Plan:
  - Housing with Support/Housing First
  - Homelessness is a solvable problem
  - Individual and family centred
  - Partnership based
  - London driven
  - Neighbourhood based
  - Harm reduction approach
  - Inclusive
  - Fiscally responsible
  - Outcome focused

## **3 THE AGREEMENT**

- a) By entering into the Agreement each participating Organization agrees to share Participant Personal Information among participating Organizations through HIFIS. This process can benefit Participants by eliminating such things as duplicate intakes and supporting coordinated case management.
- b) Organizations entering into this Agreement will have the ability to share information electronically through the HIFIS based on the terms set out in this Agreement. The Agreement only applies to Personal Information that has been entered into the HIFIS and therefore the agreement to share the Personal Information does not apply to any information that is outside of the HIFIS.
- c) Organizations entering into this Agreement will abide by the Policy, Procedures, and Job Aids that are established by the London Homeless Prevention Network from time to time.

## **4 ABOUT HIFIS**

The HIFIS is a product developed by the Government of Canada. It is a computer software system designed to assist Organizations with daily operations such as, booking in Participants, maintaining bed lists, and producing daily and monitoring reports. In addition, by creating one national data collection and management software system, communities and Organizations across Canada are able to, over time, compare aggregate data on the nature of homelessness in their communities. The HIFIS data can also be analyzed to influence micro and macro level decision-making, and can be made available to researchers and various levels of government for the purpose of policy and planning development, with the goals of alleviating and eliminating homelessness.

## 5 BENEFITS OF A SHARED HOMELESS MANAGEMENT INFORMATION SYSTEM

- Coordinates services for families and individuals experiencing homelessness in London
- Improves access to services
- Reduces inefficiencies and duplication of services
- Prioritizes individuals and families with the greatest need for service
- Assists Participants in receiving the amount and type of services that best fits their needs and circumstances
- Assists with understanding the extent and nature of homelessness in London
- Evaluates performance and progress toward community benchmarks
- Improves programs and services

## 6 DEFINITIONS

a) The following definitions apply:

- (i) “Aggregate Data” refers to information that cannot be used to identify a specific individual. The information compiled from the HIFIS data exports is generally referred to as aggregate data since it brings all export data together in a single database for reporting and analysis.
- (ii) “Client” refers to an individual or a family unit receiving services from an organization or program within the London Homeless Prevention Network. Same as “Participant”.
- (iii) “Data Dictionary” refers to the list of fields in the HIFIS. It defines the meaning and interpretation of each field, and provides a list of approved values for all lookup categories.
- (iv) “Data Field” refers to any place in the HIFIS in which information is entered. (eg. the text box for entering a participant’s ‘Name’ is a Data Field).
- (v) “Database Files” means electronic files containing data stored in a computing environment.
- (vi) “Data Point” refers to a singular information entered into a Data Field in HIFIS (eg. ‘John Smith’ would be a Data Point entered in the ‘Name’ Data Field).
- (vii) “HIFIS Application Host” refers to the City of London as the provider of hosting services for London’s installations of HIFIS 4.0 and accompanying software.
- (viii) “HIFIS Community Entity” – the City of London is the Community Entity and is a party to the Data Provision Agreement with the Government of Canada.
- (ix) “Leadership Group” refers to a governing and decision making body of the London Homeless Prevention Network, which oversees all matters relating to use of the HIFIS. The Terms of Reference will guide the work of the Leadership Group. Core membership consists of the director/senior manager of each Organization, and a senior representative from the City of London.
- (x) “London Homeless Prevention Network” refers to the Organizations that have signed this Agreement, and are using the shared installation of the HIFIS hosted by the City of London.
- (xi) “Look-up Field” refers to data elements containing a list of predefined values from

which to choose.

- (xii) "Mandatory Data Set" refers to the list of all database fields that must be entered, as agreed upon by the Leadership Group.
- (xiii) "Organization" refers to an organization or program providing services to individuals and families experiencing homelessness or at risk of homelessness, and is a signing party to this agreement.
- (xiv) "Participant Record" refers to any information recorded in the HIFIS database that can be directly linked to a particular Participant.
- (xv) "Participant" refers to an individual or a family unit receiving services from an organization or program within the Network. Same as "Client".
- (xvi) "Personal Information" refers to any information about an identifiable individual, including but not limited to information associated with a name of an individual such as information relating to race, national or ethnic origin, religion, sex, age, medical or health history, education and employment history.
- (xvii) "Private Notes" refers to any information stored that is not available in the shared HIFIS.
- (xviii) "Special Considerations" refers to information that is collected by an Organization which the Organization deems would put the Participant's safety at risk if shared.
- (xix) "User" refers to the staff of the Organizations that has permission to use the shared HIFIS.

## **7 PARTICIPANT PROTECTION**

- a) Written consent ("Consent") must be given by Participants in order for their Personal Information to be exchanged on the HIFIS among the Organizations. A form of the approved Consent is attached to this Agreement which all Organizations must use. (Schedule A)
- b) Personal Information will only be collected, used and disclosed by Organizations within the London Homeless Prevention Network for the purposes of providing support and services to the Participants. At the time of informed Consent and at any point after the Participant has the right to see a current list of the participating Organizations.
- c) The Organizations may change from time to time. Participants can get an updated list of members at any time by contacting and asking any one of the Organizations.
- d) Staff who are approved as the HIFIS Users will maintain the HIFIS data in such a way as to protect against revealing the identity of the Participant to unauthorized agencies, individuals or entities.
- e) Staff who are approved as the HIFIS Users will input and access information for work related purposes only and will not use the information for personal interest or gain.
- f) Participants will not be denied services based on their choice to withhold their Consent to share information.
- g) Participants have the right to request information about which Organizations have viewed or updated their information.

## **8 INTENTIONALLY LEFT BLANK**

## **9 PARTIES TO THE AGREEMENT**

- a) As of the date above, the Organizations that this Agreement applies to are the following:
- (i) The Corporation of the City of London
  - (ii) Mission Services of London
  - (iii) The Governing Council of the Salvation Army
  - (iv) London Cares Homeless Response Services
  - (v) St. Leonard's Society of London – Project Home
  - (vi) Addiction Services of Thames Valley - Street Level Women at Risk
  - (vii) Unity Project for the Relief of Homelessness
  - (viii) Youth Opportunities Unlimited
  - (ix) Canadian Mental Health Association, Middlesex
- b) Additional organizations may join the Network subject to satisfying the standards required related to the HIFIS and by executing the Agreement for New Parties agreeing to be bound by all relevant agreements including and not limited to the agreement with the City of London regarding hosting and standard security requirements to be maintained by the organization. (Schedule B).

## **10 COVENANTS**

- a) Each Organization agrees to:
- (i) comply with all laws applicable to their obligations under this Agreement;
  - (ii) implement training and procedures within their Organizations in order to ensure compliance with the Organization's obligations under applicable privacy legislation;
  - (iii) share Personal Information of Participants only where the Organization has the appropriate Consent from the applicable Participant;
  - (iv) ensure that Organization staff and in particular the HIFIS Users comply with the terms, conditions, and procedures provided in and required under this Agreement;
  - (v) ensure the accuracy and the security of the information collected and inputted into the HIFIS system, including making updates to Personal Information of Participants when corrections are requested by the applicable Participant;
  - (vi) participate in the Leadership Group;
  - (vii) remove the sharing of Personal Information of Participants in HIFIS where a Participant has withdrawn their Consent; and,
  - (viii) agree to give one another written notice of any changes in legislation, regulations or policies respecting the Organizations and programs that are likely to affect this Agreement.

## **11 IDENTIFICATION OF DATA ELEMENTS**

### **a) General**

- (i) Data is classified as either Personal Information or Aggregate Data.

### **b) Data Dictionary**

- (i) The Leadership Group will review and maintain the Data Dictionary to provide a consistent definition for all data elements collected in the HIFIS.

## **12 DATA COLLECTION**

### **a) Data Collection Requirements**

- (i) Organizations:
  - (1) are responsible for ensuring that it collects all the required data from Participants as defined by the Mandatory Data Set.
  - (2) are responsible for determining all other data that it may collect at its sole discretion.
  - (3) will collect both identifying and non-identifying data for the purposes of supporting funding programs, and reporting to municipal, provincial and federal funding bodies, and further requires the collection of non-identifying data for the purposes of broader community planning and development.
  - (4) are responsible for entering data into the HIFIS using the definitions of data fields and data points outlined in the Data Dictionary.

### **b) Data Collection Process**

- (i) Data collection will be completed in a timely manner. Ideally, data entry will take place at the time data is collected or as soon as possible thereafter.

## **13 DATA SHARING AND OWNERSHIP**

### **a) Organization**

- (i) In keeping with the Guiding Principles, each Organization agrees to share Personal Information of Participants, on a need to know basis, through the use of a centrally hosted HIFIS application.

Organizations may choose to limit or restrict access in the HIFIS to Private Notes and Special Considerations as outlined in the data sharing practices confirmed by the Leadership Group.

- (ii) Organizations understand that some data which it has inputted into the HIFIS may be modified by other Organizations as necessary to correct or add

information to the database. Likewise, some data will be shared that can only be viewed and modified by specific Organizations. Notwithstanding any modifications by other Organizations, the data shall continue to be owned by the Organization that originally inputted the data into the HIFIS.

- (iii) The Organizations acknowledge that the sharing of Aggregate Data does not require the permission of Participants.

## **14 DATA CONFIDENTIALITY**

### **a) Organization**

- (i) Each Organization will keep in confidence all data which it has inputted into the HIFIS or to which it has access as a result of this Agreement (including but not limited to the Personal Information of Participants) and shall only use such information as permitted by this Agreement.
- (ii) All Organizations must take all reasonable precautions to protect all data from any unauthorized use, disclosure, copying, modification, or destruction.
- (iii) In the event that an Organization is required by law to disclose Personal Information, the Organization, where appropriate, shall notify the impacted Participant of such requirement.
- (iv) Each Organization understands that records in the custody and control of the City, including records in the HMIS and HIFIS, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to disclosure in accordance with that Act. Formal requests for information under the *Municipal Freedom of Information and Protection of Privacy Act* shall be executed by the Head designated under the Act.

## **15 DATA SUBMISSION, AGGREGATION & REPORTING**

### **a) Organizations**

- (i) Each Organization will be responsible for ensuring that data input into the HIFIS occurs in a timely manner and that all export and transmission of data occurs in a timely and secure manner.
- (ii) At any given time, Organizations may access the Aggregate Data in the HIFIS database for the purposes of monitoring, analyzing, and reporting on the homeless services system.
- (iii) The Organizations will ensure that only non-identifying HIFIS data is aggregated and sent to other organizations and funding bodies, for the purposes of reporting.
- (iv) Each Organization acknowledges that the City of London has entered into a Data Provision Agreement with the Government of Canada, and will provide quarterly reports of Aggregate Data to HIFIS. The data will be used to enhance the Government of Canada's ability to respond to homelessness in Canada. It may also be used for policy analysis, research or evaluation purposes of policies and programs respecting homelessness in Canada.

## **16 HIFIS APPLICATION HOSTING**

a) Organizations

- (i) Each Organization acknowledges that the City of London, as the HIFIS Application Host, will authorize designated personnel to access the HIFIS application and database files for the purposes of maintenance, upgrades, security, and backup of the system.
- (ii) Authorized HIFIS Users in each Organization will be required to login to the HIFIS with a specific username, and password assigned to each staff member. Each Organization is responsible for ensuring that only Authorized Users access the HIFIS system.
- (iii) Required Infrastructure for Organizations
  - (1) All hardware, software, and other infrastructure necessary to access the HIFIS system are to be acquired by the Organizations at their own cost.

## 17 REQUESTS FOR ACCESS TO DATA

a) Release of Data to External Parties

- (i) Requests for access to Aggregate Data made by a third party (other than access by the Government of Canada as described above) for research or media purposes will be considered, approved or denied following the criteria and processes outlined in the Data Access Policy for External Requests of the HIFIS Aggregate Data.
- (ii) The Leadership Group will monitor the Data Access Policy for External Requests of the HIFIS Aggregate Data.
- (iii) Should data be requested by a subpoena or other legal requirement, the request will be processed as is outlined in the Data Access Policy for External Requests of the HIFIS Aggregate Data.

## 18 REVIEW PROCESS

- a) The Leadership Group will monitor the Inter-Organization Information Sharing Agreement.
- b) All revisions and/or amendments will be noted, dated and signed by the Parties to this Agreement.

## 19 TERMINATION

- a) This Agreement shall terminate upon each of the Organizations agreeing to terminate it.
- b) An Organization may terminate its participation in the HIFIS and this Agreement by providing 60 days prior notice to each of the other Organizations.
- c) The Parties agree that information will continue to be shared in accordance with the terms and conditions of this Agreement.
- d) The Network may terminate one of the Organizations participation in this Agreement if that Organization has breached the terms of this Agreement and such breach is not cured within 30 days of written notice of the breach.
- e) An Organization's participation in this Agreement shall immediately terminate if the Organization ceases operation.

- f) Upon the termination of an Organization's participation in this Agreement, this Agreement shall be terminated as it relates to the terminating Organization but shall continue in full effect as it relates to all non-terminating Organizations. The terminated Organization shall no longer have access to the HIFIS and any data in the HIFIS after the termination date.
- g) An Organization that has terminated its participation in this Agreement, may, if it so chooses to use the HIFIS as a standalone database, subject to entering into a separate agreement with the HIFIS but for greater certainty, it shall no longer have access to the data shared by other Organizations pursuant to this Agreement.
- h) The obligations of Sections 6, 13(a)(ii), 14, 19, 21 and 22 shall survive the termination of this Agreement.

## **20 INQUIRIES AND COMPLAINTS**

- a) Each Organization will address any complaint made by observing the Policy for Review of Complaints.

## **21 DISCLAIMER, INDEMNIFICATION AND APPLICATION OF LAWS**

- a) The Parties to this Agreement agree that they will participate in and use the HIFIS database in a manner that is consistent with all applicable laws and regulations, including those relating to privacy. The collection, use, disclosure, retention and destruction of Personal Information by Parties to this Agreement will be solely managed and governed by each Party in accordance with applicable laws and regulations.
- b) The Parties to this Agreement will defend, indemnify and save harmless the other Parties to the Agreement from any and all damages, claims, losses or actions whatsoever arising from the indemnifying Party's participation in, and use of, the HIFIS system, and in relation to their acts, omissions and performance or non-performance of their obligations under this Agreement.
- c) In no event shall any Party be liable for any indirect, consequential or punitive damages, even if advised of the possibility.
- d) This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of any dispute raised under this Agreement.

## **22 GENERAL**

- a) No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Parties, *provided that*, upon prior written notice to the other Parties, a Party may assign the Agreement to a successor of operations of the Party through merger, reorganization, consolidation or acquisition.
- b) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties below have signed this Agreement with an effective date of April 1, 2018.

**LONDON CARES  
HOMELESS RESPONSE  
SERVICES**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**ADDICTION SERVICES OF  
THAMES VALLEY - STREET  
LEVEL WOMEN AT RISK**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**YOUTH OPPORTUNITIES  
UNLIMITED**

Per: \_\_\_\_\_  
Name: \_  
Title: \_\_\_\_\_  
--

**MISSION SERVICES OF LONDON**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**CANADIAN MENTAL HEALTH  
ASSOCIATION, MIDDLESEX**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**ST. LEONARDS SOCIETY OF LONDON**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**UNITY PROJECT FOR RELIEF OF  
HOMELESSNESS IN LONDON**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**THE GOVERNING COUNCIL OF THE  
SALVATION ARMY**

Per: \_\_\_\_\_  
Name: \_  
Title: \_

**THE CORPORATION OF THE CITY OF  
LONDON**

Per: \_\_\_\_\_  
Name: \_  
Title: \_\_\_\_\_

## Schedule A

### London Homeless Prevention Network

#### Consent to Share Personal & Health Information and Give Permission to Allow the London Homeless Prevention Network to Work Together to Solve Your Homelessness

##### Who we are

The London Homeless Prevention Network is a group of organizations/programs working together to help individuals and families end their experience of homelessness. The Network at the moment includes:

- Mission Services of London
- London Cares Homeless Response Services
- The City of London
- Youth Opportunities Unlimited
- The Salvation Army Centre of Hope
- St. Leonard's Community Services
- Street Level Women at Risk
- Unity Project for the Relief of Homelessness
- CMHA Middlesex

The organizations of the London Homeless Prevention Network may change from time to time. You can get an updated list of members at any time by contacting and asking any one of the organizations.

The organizations of the London Homeless Prevention Network are using a shared computer system called HIFIS. HIFIS allows each organization of the Network to access and share your personal and health information, with your permission, with each other. The computer system in which your personal and health information is stored is secure.

By sharing information in this way, the Network can provide better services and supports to you. The information also helps to better understand homelessness in the City of London, so that policies and programs can be improved.

##### What we collect

Organizations of the Network may collect personal and health information including your name, age, gender identification, income, health status and housing history.

##### What we do with your information

- Your personal and health information will be shared on the computer system with other organizations of the Network.
- Your personal and health information will be used by the organizations of the Network to provide you with services and supports.
- The Network will also use your personal and health information for statistical and research purposes, but that information will be provided only on a collective and anonymous basis so that it will not indicate that it is about you personally. Your name will not be shared. This collective and anonymous information might also be provided to the City of London, the Government of Canada, and the Province of Ontario to support policy analysis, research, and evaluation of existing policies and programs respecting homelessness.

##### What we won't do with your information

- Your personal and health information will not be used for any purpose other than for providing services to you and to support research and policy work regarding homelessness.
- The organizations in the Network will not release your information without your consent to anyone else except for the purpose set out above and unless there is a legal requirement to do so, or a serious concern about your safety or the safety of others.

The organizations in the Network will try to contact you to renew this consent one year from when you provide it.

You can change your mind and withdraw your consent to share your information to organizations in the Network at any time by contacting any organization of the Network. If you do withdraw your consent, you understand that information already in the system will remain in the system, but no future information will be collected for the shared computer system. You can, at any time sign a new consent agreement with any one of the organizations of the Network.

If you have a complaint or question, you understand that you may contact the Manager, Homeless Prevention, Citi Plaza, 355 Wellington Street, Suite 248, P.O. Box 5045, London ON N6A 4L6 - Email: [homelessprevention@london.ca](mailto:homelessprevention@london.ca).

**Date:** \_\_\_\_\_ **Place of signing:** \_\_\_\_\_  
*Agency/Institution/Organization*

**Regarding the personal and health information of:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_  
*Participant*

I \_\_\_\_\_ allow my personal and health information  
*(Name of participant or substitute decision maker)*

(or in the case of a substitute decision maker, the name of the individual named above) to be exchanged among organizations in the London HMIS Network for the reasons stated above.

Signed: \_\_\_\_\_ Staff Name /Witnessed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**Schedule B**  
**Agreement for New Parties**

This Additional Party Agreement to the Sharing Agreement made March 6, 2018, is entered into by **[insert legal name of Organization that is a New Party]** (“Organization”), effective [insert date] \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS the New Party has been approved by the London Homeless Prevention Network to enter into this Agreement;

AND WHEREAS the New Party wishes to participate in the HMIS;

NOW THEREFORE in consideration of being accepted as a Party to the Agreement, the New Party agrees with all present and future parties to the Agreement as follows:

1. The terms used in this Participation Agreement have the meanings attributed to them in the London Homeless Prevention Network Inter-Organization Sharing Agreement (the “Sharing Agreement”) dated March 6, 2018.
2. The Sharing Agreement establishes the terms and conditions upon which the London Homeless Prevention Network will make the HMIS and HIFIS available to and provide the Services to the Organizations and the New Party.
3. The New Party agrees to comply with and be bound by all of the terms and conditions of the Sharing Agreement as if the New Party were a signatory to the Agreement. The New Party shall comply with all of the obligations of an Organization under the Agreement.
4. The New Party’s Privacy officer is: <insert Name, address, phone, fax, email>
5. The following is the contact information for the New Party for the purposes of all communications and notice under the Agreement:

Name:

Contact Name/Title:

Address:

Telephone:

Fax:

Email:

In witness whereof, this Agreement has been executed by the New Party and the London Homeless Prevention Network.

At its meeting on \_\_\_\_\_, the London Homeless Prevention Network voted in favor of the motion: To accept **Insert Organization Name** as a party to the London Homeless Prevention Network Inter-Organization Information Sharing Agreement.

**[Insert Legal Name of New Party Organization]**

Per: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation.

Bill No. 139  
2018

By-law No. C.P.-1284(\_\_\_\_)-\_\_\_\_

A by-law to amend the Official Plan for the City of London, 1989 relating to 1176, 1200, and 1230 Hyde Park Road.

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

1. Amendment No. \_\_\_\_\_ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**AMENDMENT NO. \_\_\_\_**  
**to the**  
**OFFICIAL PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to add a policy to Section 10.1.3 – “Policies for Specific Areas” to the Official Plan for the City of London to facilitate the development of a mixed-use neighbourhood on the subject lands.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands located at 1176, 1200, and 1230 Hyde Park Road in the City of London.

**C. BASIS OF THE AMENDMENT**

Chapter 10 – “Policies for Specific Areas” of the Official Plan allows Council to consider policies for specific areas where one of four criteria apply. One of these criteria is “the change in land uses is site-specific and is located in an area where Council wishes to maintain the existing land use designation, while allowing for a site specific use” (Section 10.1.1. ii).

The recommended amendment will permit mixed-use development having a low-rise to mid-rise profile. The mixed use development will consist of mixed-use buildings up to 6-storeys in height fronting onto Hyde Park Road that include commercial uses on the ground floor together with residential uses; and townhouses, stacked townhouses, triplexes, fourplexes, and apartment buildings up to 4-storeys in height fronting onto a new public street. The recommended amendment would augment the Auto-Oriented Commercial Corridor and Open Space policies that would otherwise apply to the subject lands, to permit land uses and an intensity of development that more accurately reflects Council’s vision and intent for the subject lands as expressed in The London Plan. The recommended amendment is generally consistent with the range of uses and intensity of development contemplated for the subject lands in The London Plan.

The subject lands located west of the City-owned corridor (that bisects the subject lands) are within the Open Space designation of the Official Plan for the City of London, 1989, and were intended to provide for a stormwater management facility (“SWMF6”) consistent with the recommendations contained within the 2002 Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule ‘B’ Municipal Class Environmental Assessment (“EA”). The recommended amendment would continue to permit SWMF6, as well as, provide the flexibility to consider other land uses and potential development should stormwater management alternatives result from the final recommendations of 2017 addendum to the Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule ‘B’ Municipal Class Environmental Assessment.

**D. THE AMENDMENT**

The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – “Policies for Specific Areas” of the Official Plan for the City of London is amended by adding the following:

“1176, 1200, 1230 Hyde Park Road

In the Open Space designation townhouses, stacked townhouses, triplexes, fourplexes and apartment buildings up to 3-storeys in height may be permitted. Development shall not be permitted in the Open Space designation unless through a Zoning By-law Amendment an Environmental Impact Study, Geotechnical Report and Hydrogeological Assessment have demonstrated that the permitted land uses and form of development will not have a negative impact on adjacent natural hazards and natural heritage

features and their functions to the satisfaction of the City of London and the UTRCA

In the Auto-Orientated Commercial Corridor designation located no more than 100 metres west of the widened Hyde Park Road right-of-way, mixed-use buildings up to 6-storeys in height which consist of retail and service-oriented commercial use and small-scale office uses on the ground floor together with residential use may be permitted through the Bonus Zoning.

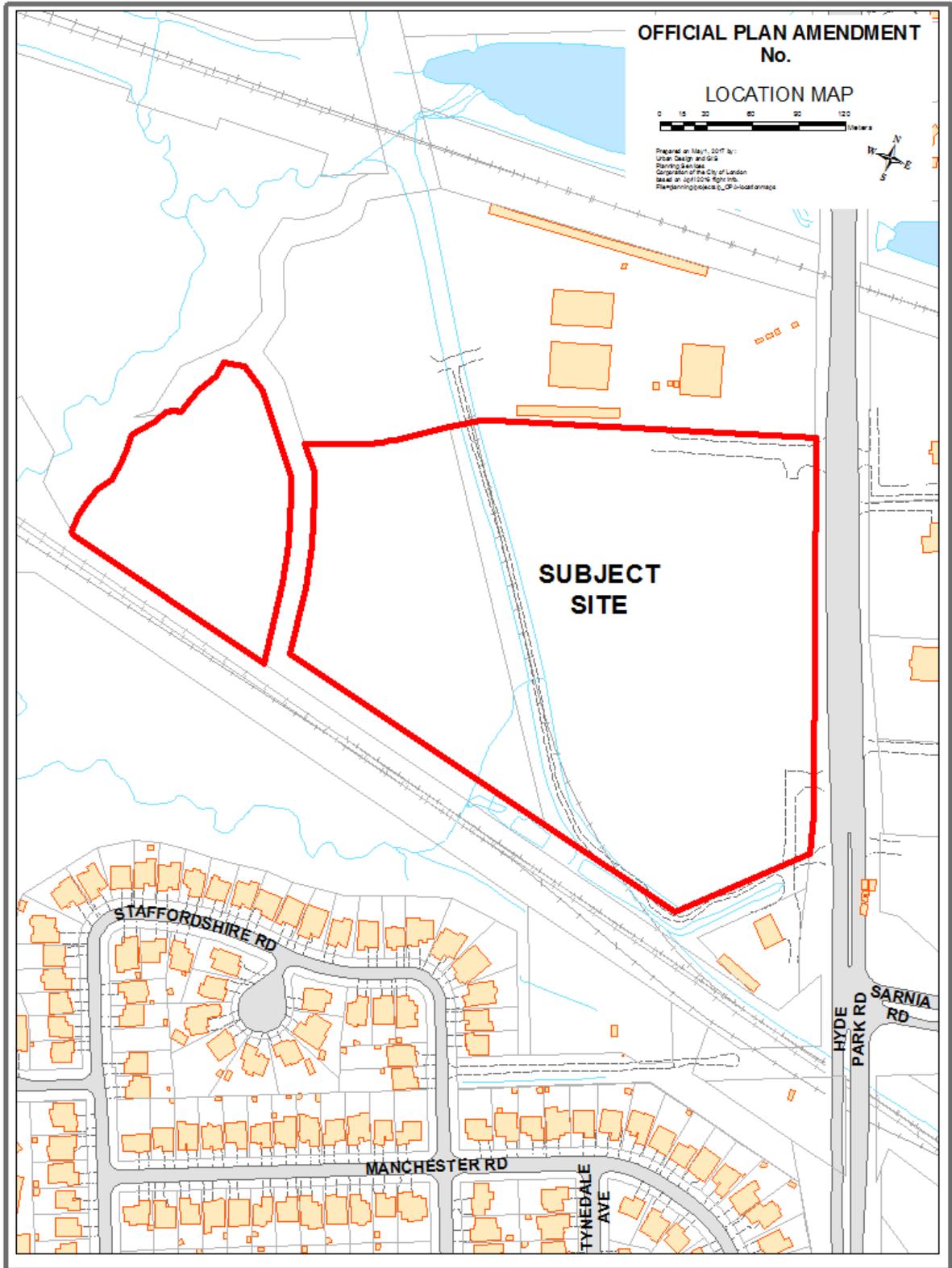
In the Auto-Oriented Commercial Corridor designation located greater than 100 metres west of the widened Hyde Park Road right-of-way, and east of the westerly limit of the new public street, and south of the southerly limit of the new public street, townhouses, stacked townhouses, triplexes, fourplexes and apartment buildings may be permitted up to 4-storeys in height.

In the Auto-Oriented Commercial Corridor designation located west of the westerly limit of the new public street and north of the northerly limit of the new public street, townhouses, stacked townhouses, triplexes, fourplexes and apartment buildings may be permitted up to 3-storeys in height.

Development in all designations shall not be permitted unless through a Zoning By-law Amendment and Plan of Subdivision:

- i) A Noise and Vibration Study has demonstrated that railway corridors will not have an adverse impact on new sensitive land uses, or mitigative measures provided, to the satisfaction of the City of London;
- i) A compatibility study has demonstrated that Ministry of the Environment and Climate Change D-6 Guidelines: Compatibility between Industrial facilities and Sensitive Land Uses can be met, or mitigative measures provided, to the satisfaction of the City of London; and
- ii) A new public street is created west of Hyde Park Road.

A gross maximum density of 75 unit per hectare will be permitted calculated using the total site area. ”



Bill No. 140  
2018

By-law No. C.P.-1284(\_\_)-\_\_

A by-law to amend the Southwest Area Secondary Plan, 2012 relating to Wonderland Road Community Enterprise Corridor designation.

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

1. Amendment No. \_\_\_\_\_ to the Southwest Area Secondary Plan– 2012, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**AMENDMENT NO. \_\_\_\_**  
**to the**  
**OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to change the Southwest Area Secondary Plan by removing the maximum floor area for commercial uses in the Wonderland Road Community Enterprise Corridor designation.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located within the Wonderland Road Community Enterprise Corridor designation in the Southwest Area Secondary Plan.

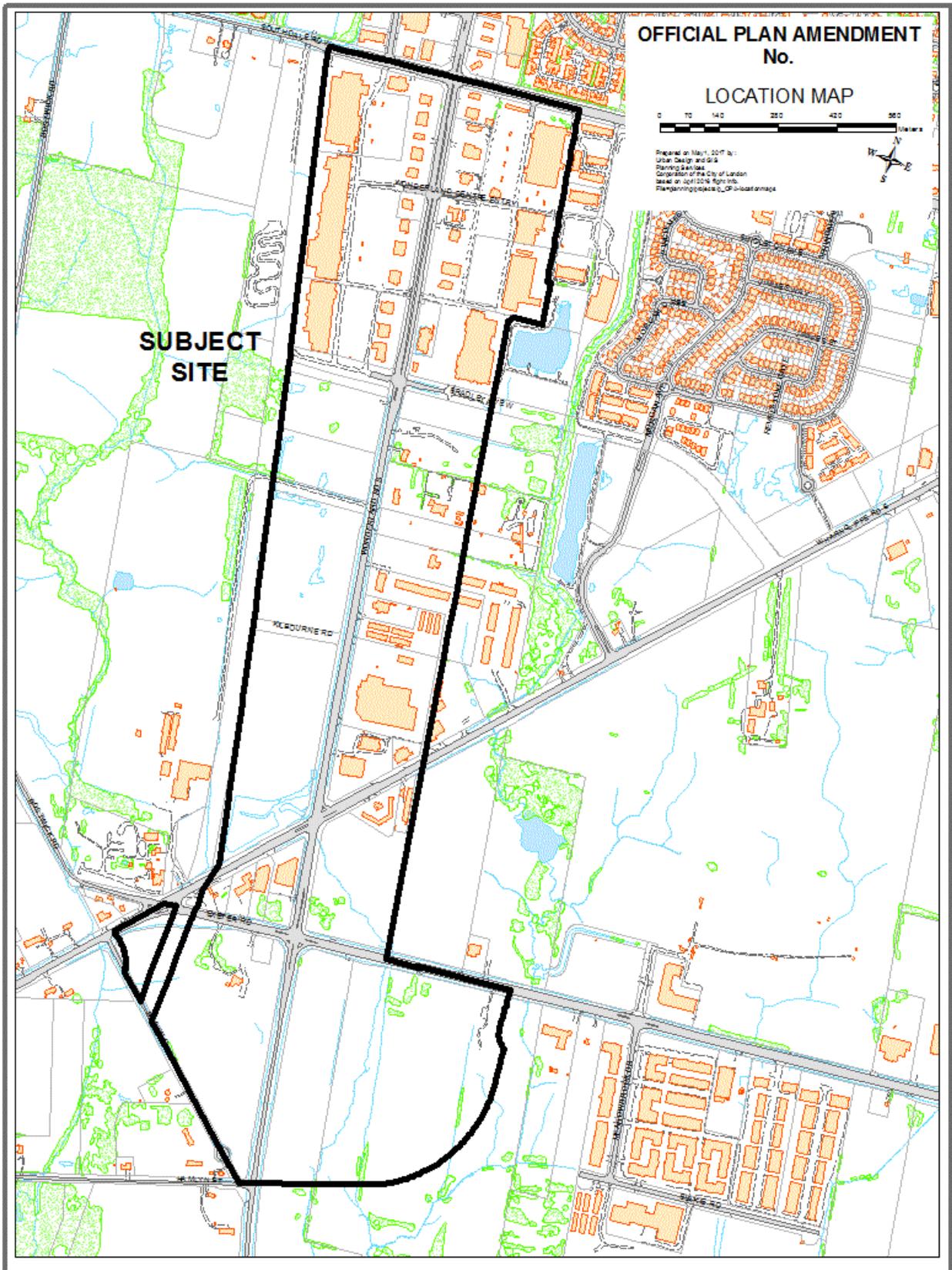
C. BASIS OF THE AMENDMENT

The amendment is intended to encourage contiguous development on the Wonderland Road corridor, allow for future development that is in line with the Plan's vision for Wonderland Road, and ensure the Wonderland Road Community Enterprise Corridor policies are achieving their intended effect of allowing a fair, equitable, and reasonable distribution of commercial floor area

D. THE AMENDMENT

The Southwest Area Secondary Plan is hereby amended as follows:

1. Delete policy 20.5.6.1.v) a) in its entirety.
2. Renumber policies 20.5.6.1.v) b)-e) to 20.5.6.1.v) a)-d).



Bill No. 141  
2018

By-law No. C.P.-1284(\_\_\_\_)-\_\_\_\_

A by-law to amend the Official Plan for the City of London relating to the Hamilton Road Area Community Improvement Project Area.

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

1. Amendment No. \_\_\_\_\_ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**AMENDMENT NO.**  
**to the**  
**OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To add a new clause to Section 14.2.2.ii) of the Official Plan, 1989 to include the Hamilton Road Area Commercial Area to the list of commercial areas eligible for community improvement;
2. To amend Figure 14-1 that will recognize the entire Hamilton Road Corridor Sub-Project Area as a commercial area eligible for community improvement.

B. LOCATION OF THIS AMENDMENT

This Amendment applies the lands generally defined as having frontage on Hamilton Road between Bathurst Street and Highbury Avenue, as well as 219-221 William Street.

C. BASIS OF THE AMENDMENT

This Amendment will also allow the entire Hamilton Road Corridor Sub-Project Area (between Bathurst Street and Highbury Avenue) to be eligible for the financial incentives offered through the Hamilton Road Area Community Improvement Plan.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. The following subsection is added to Section 14.2.2.ii) of the Official Plan:

( ) Hamilton Road Corridor

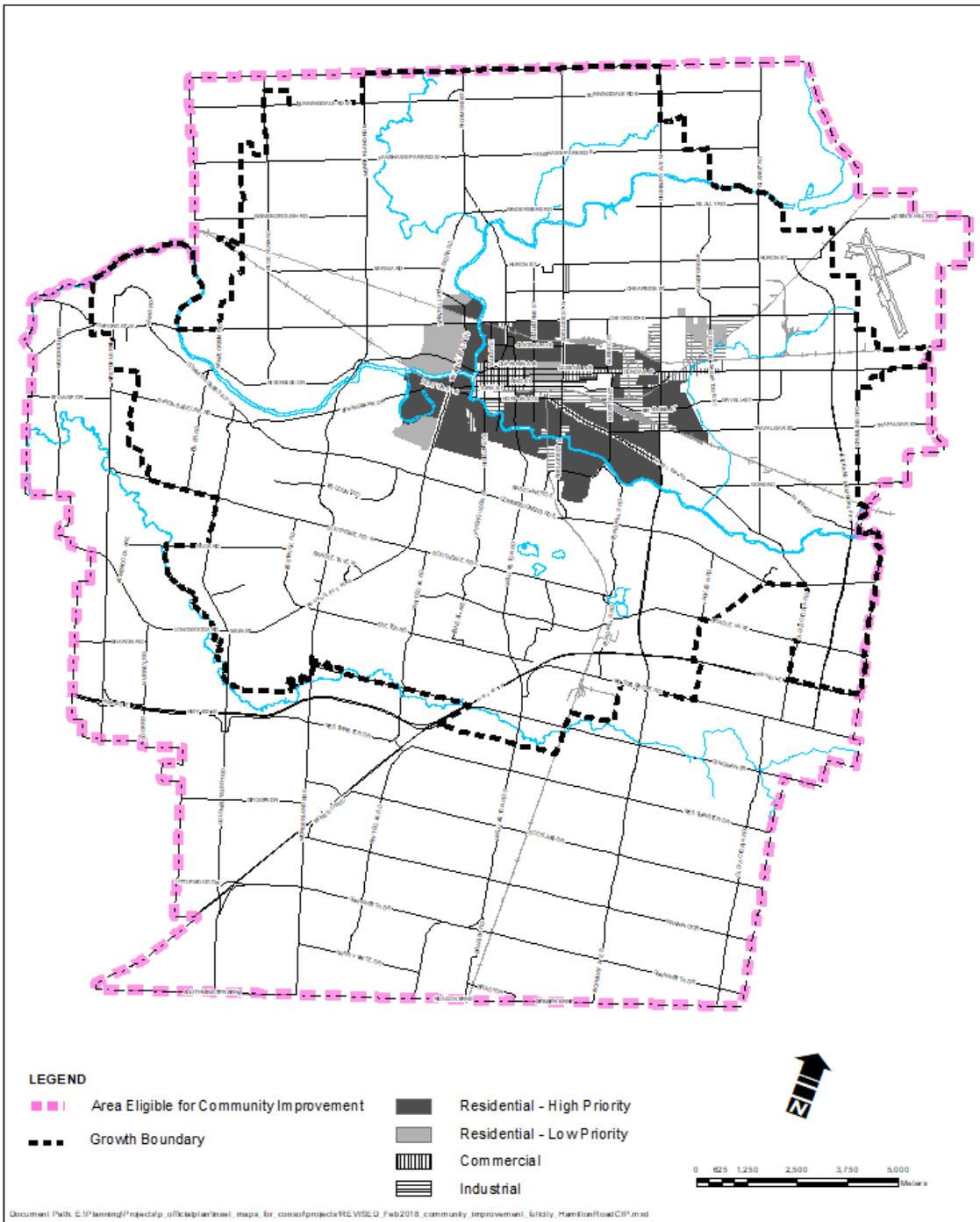
This is an older commercial and mixed-use district designated the Hamilton Road Corridor Sub-Project Area of the Hamilton Road Area Community Improvement Project Area. In general, these are the lands fronting Hamilton Road between Bathurst Street and Highbury Avenue, as well as 219-221 William Street;

2. Figure 14-1, Areas Eligible for Community Improvement, to the Official Plan for the City of London Planning Area is amended by recognizing the lands fronting Hamilton Road between Bathurst Street and Highbury Avenue, as well as 219-221 William Street as eligible for Commercial improvements, as indicated on Schedule 1 attached hereto.

FIGURE 14-1

AMENDMENT NO.

AREA ELIGIBLE FOR COMMUNITY IMPROVEMENT



Bill No. 142  
2018

By-law No. C.P.- \_\_\_\_\_

A by-law to designate the Hamilton Road Area Community Improvement Project Area.

WHEREAS by subsection 28(2) of the *Planning Act*, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND WHEREAS the Official Plan for the City of London contains provisions relating to community improvement within the City of London;

AND WHEREAS the area identified as the Hamilton Road Area Community Improvement Project Area is shown in Figure 1, attached hereto and forming part of this by-law;

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

1. The area identified as the Hamilton Road Area Community Improvement Project Area shown in Figure 1, attached hereto, is hereby designated as a Community Improvement Project Area;
2. This By-law shall come into force on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading - March 27, 2018  
Second Reading- March 27, 2018  
Third Reading – March 27, 2018

FIGURE 1



Bill No. 143  
2018

By-law No. C.P.- \_\_\_\_\_

A by-law to adopt the Hamilton Road Area  
Community Improvement Plan.

WHEREAS by subsection 28(4) of the *Planning Act* enables Council of a municipal corporation to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of the Corporation of the City of London has, by by-law, designated a community improvement project area identified as the Hamilton Road Area Community Improvement Project Area;

AND WHEREAS the Hamilton Road Area Community Improvement Project Area is in conformity with the Official Plan;

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

1. The Hamilton Road Area Community Improvement Plan, attached hereto, is hereby adopted as the Community Improvement Plan for the area defined therein;
2. This By-law shall come into force on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

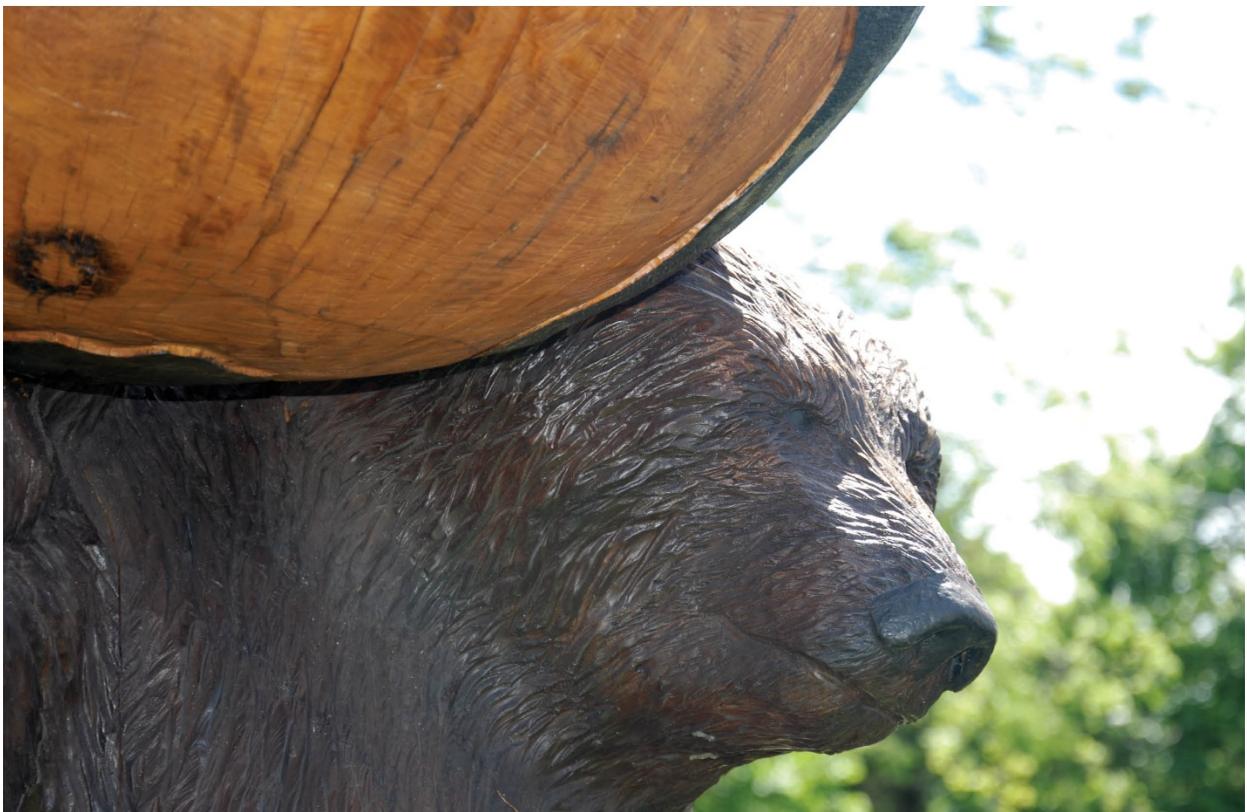
First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Council adopted March 27, 2018



City of London

# Hamilton Road Area Community Improvement Plan





## Acknowledgments

This CIP was prepared by City of London Planning Services with assistance from numerous other City Divisions and community partners. The following people and organizations are thanked for their contributions in preparing this Community Improvement Plan:

Graham Bailey  
Donna Baxter  
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John Fleming  
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Cesare Pittelli  
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Marcello Vecchio  
Amanda-Brea Watson  
Margaret Wills  
Jim Yanchula  
The Hamilton Road Area Business Association  
The Hamilton Road Community Association  
Crouch Neighbourhood Resource Centre  
And all those who participated in the community meetings and contributed throughout the preparation of this Plan.

# Hamilton Road Area Community Improvement Plan

Adopted pursuant to section 28 of the *Planning Act*.

## **1 Introduction**

2 Community Improvement Plan Overview

4 Hamilton Road Area

5 Hamilton Road Area Profile

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Section 1

# Introduction

1



## Community Improvement Plan Overview

### What is a Community Improvement Plan?

A Community Improvement Plan (CIP) is a strategy that guides redevelopment and improvements within a defined area of need. To achieve the strategy, CIPs allow a municipality to take actions such as:

- Identify changes needed to land use planning policy, zoning, other by-laws and practices;
- Acquire, rehabilitate, and dispose of land;
- Provide grants and loans to property owners that would otherwise be unavailable; and,
- Direct investments made to infrastructure and public space.

### **Purpose of this Community Improvement Plan**

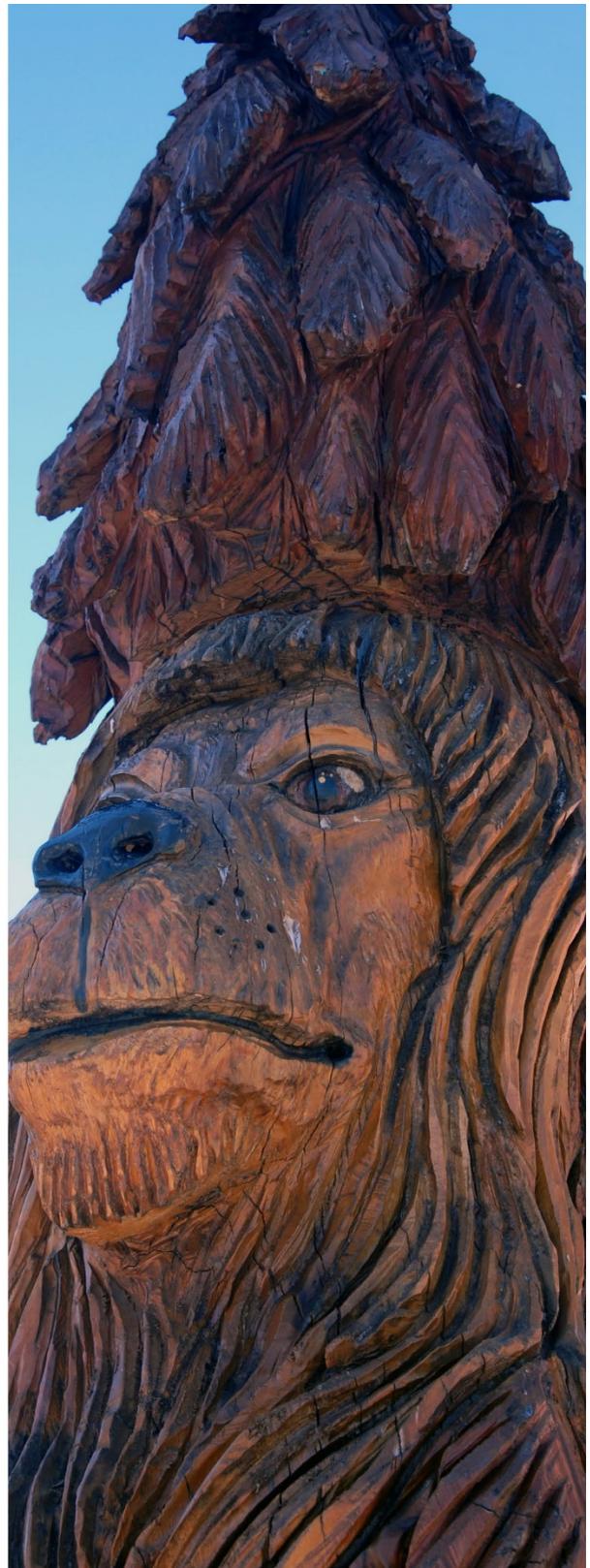
The City of London has prepared this CIP for the Hamilton Road Area which is intended to result in its revitalization and re-development by:

- Identifying the strengths, weaknesses, opportunities, and threats to the Hamilton Road Area;
- Establishing a vision and objectives for the Hamilton Road Area CIP;
- Recording and prioritizing actions for how the Hamilton Road Area will be improved; and,
- Proposing incentive programs that can be offered to stimulate private sector investment in the revitalization and re-development.

### **How This Plan Was Prepared**

These main tasks were completed to provide a comprehensive foundation for the preparation of this CIP:

- Review of relevant Provincial and City policy documents;
- Review of existing City of London Community Improvement Plans and incentive programs;
- Review of best practises used in CIPs provided by other Ontario municipalities;
- Analysis of the Hamilton Road Area based on:
  - Secondary information (such as Statistics Canada data);
  - Visual audit and first-hand data collection;
  - Input received from the Project Team, Hamilton Road Area Business Association, and Hamilton Road Community Association; and,
  - Information collected during community meetings and workshop sessions.



# Hamilton Road Area

## Study Area & Community Improvement Project Area

When a CIP is being prepared, a Study Area is established early in the process to maintain focus and to help avoid “scope creep” as the project moves forward. From the Study Area, a Project Area is then identified as the area for improvement and included in the final CIP document that is adopted by Municipal Council. According to Provincial regulations, the Project Area is to be based on an area that in the opinion of Municipal Council, improvement is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social, or community economic development reason.



The Hamilton Road Area as identified for this Community Improvement Plan is situated in the southeast area of the city's core. It encompasses the main corridor of Hamilton Road and the surrounding side streets, with the westerly portion containing the properties fronting on Hamilton Road from its origin point at Bathurst Street. The north boundary is adjacent to one of the main railway lines within London, while the south boundary is the Thames River. The easterly boundary is Highbury Avenue.

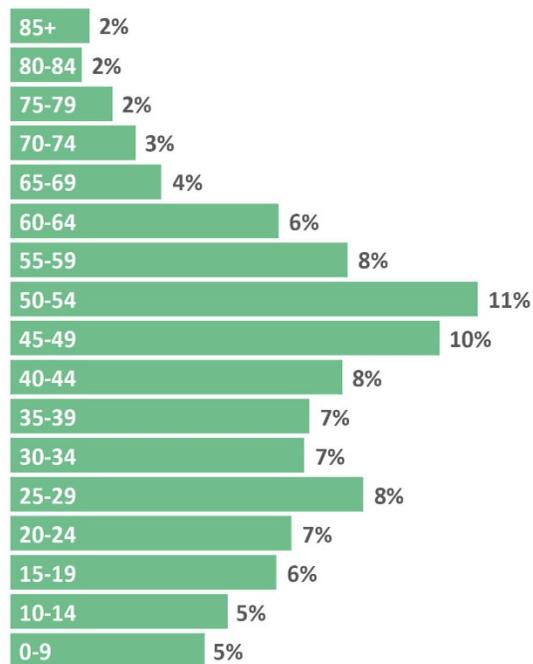
# Hamilton Road Area Profile

## Population

Between 2011 and 2016, the population in the Hamilton Road Area as defined geographically in the above map grew by 47 people; a growth rate of approximately 0.58% over the five years. This is less than the city-wide growth rate of just under 1% during the same time period.

Based on the 2011 National Census data, the Hamilton Road Area has more working aged adults compared to the city-wide population numbers. Further, the Hamilton Road Area contains fewer younger and senior residents when compared city-wide.

## Age Structure



## Income

Based on the 2011 National Census data, the Hamilton Road Area has a lower average income compared to the city-wide averages. The average income in the Hamilton Road Area is 27% lower than the city-wide average income.

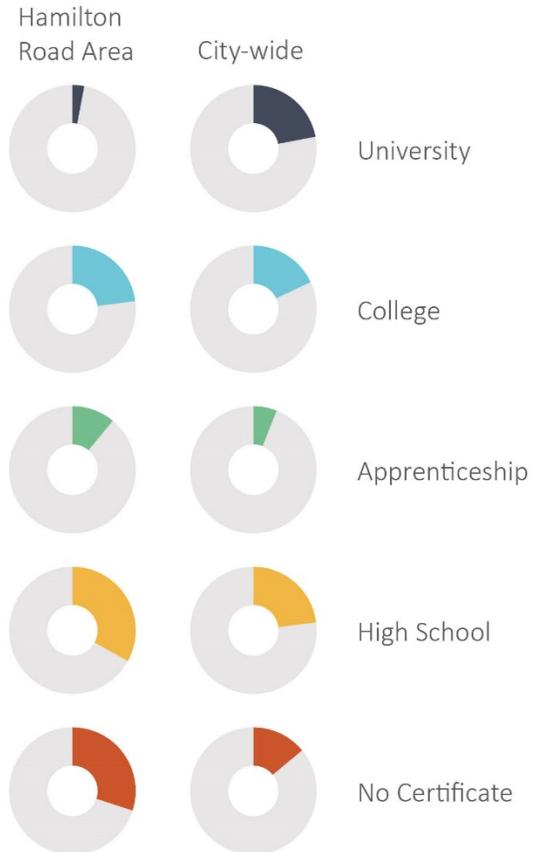
## Average Income



## Education

Educational attainment by highest credential earned tends to be lower in the Hamilton Road Area. The highest level of education attainment being high school or no certificate accounts for 63% of the total population; compared to a city-wide figure of 37%. Twenty-three percent of the Hamilton Road Area population had a college level education, compared to 18% city-wide and finally, 3% of the Hamilton Road Area population had a university level certificate or degree, compared to 22% city-wide.

## Education Attainment

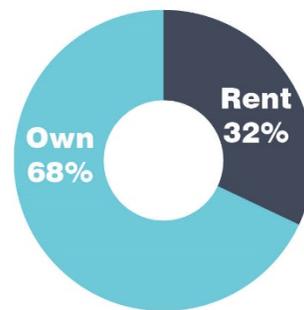


## Housing

Homeownership is more prevalent in the Hamilton Road Area. Based on the 2011 National Census data, the percentage of owner occupied housing is greater in the Hamilton Road Area than in the city; conversely, the number of houses rented in the Hamilton Road Area is lower than the rest of the city.

It is also more affordable to purchase a home in the Hamilton Road Area. The average value of a dwelling ranges from \$136,136 to \$207,055. The average value city-wide is \$256,613.

## Homeownership



## Section 2

# **Vision & Objectives**



A Vision for a CIP is a long-term strategic statement that identifies how the community wants to look, feel, and function. The establishment of a Vision is a critical component of the CIP process because it provides the overarching long-term foundation for the improvements and incentive programs cited in the CIP.

## Vision

Community consultation completed for this Plan resulted in this Vision statement and the following key objectives intended to implement it:

By 2027, the Hamilton Road Area will be an attractive destination in London filled with heritage, diverse local businesses and multi-cultural restaurants, as well as a safe and welcoming neighbourhood.

## Objectives

Improve the existing pedestrian environment along Hamilton Road.

Stimulate private sector investment in revitalizing and rehabilitating the Hamilton Road area.

Encourage the conservation and restoration of local heritage resources.

Build upon the success of the local small businesses and restaurants to create a healthy, vibrant, and mixed-use main street.

Provide additional parking opportunities for local businesses to encourage residents and visitors to leave their vehicles and explore the neighbourhood.

Improve long-term community safety to create a family friendly environment at all times in all seasons.

Foster great streetscapes with a visually interesting, accessible and clean public realm.

Support the existing and new community organizations that nurture the well-being of all Hamilton Road area residents.

Coordinate municipal servicing infrastructure improvements with planning and development activity to help reduce disruptions in the neighbourhood.

Improve access to fresh food along Hamilton Road.





## Areas for Improvements

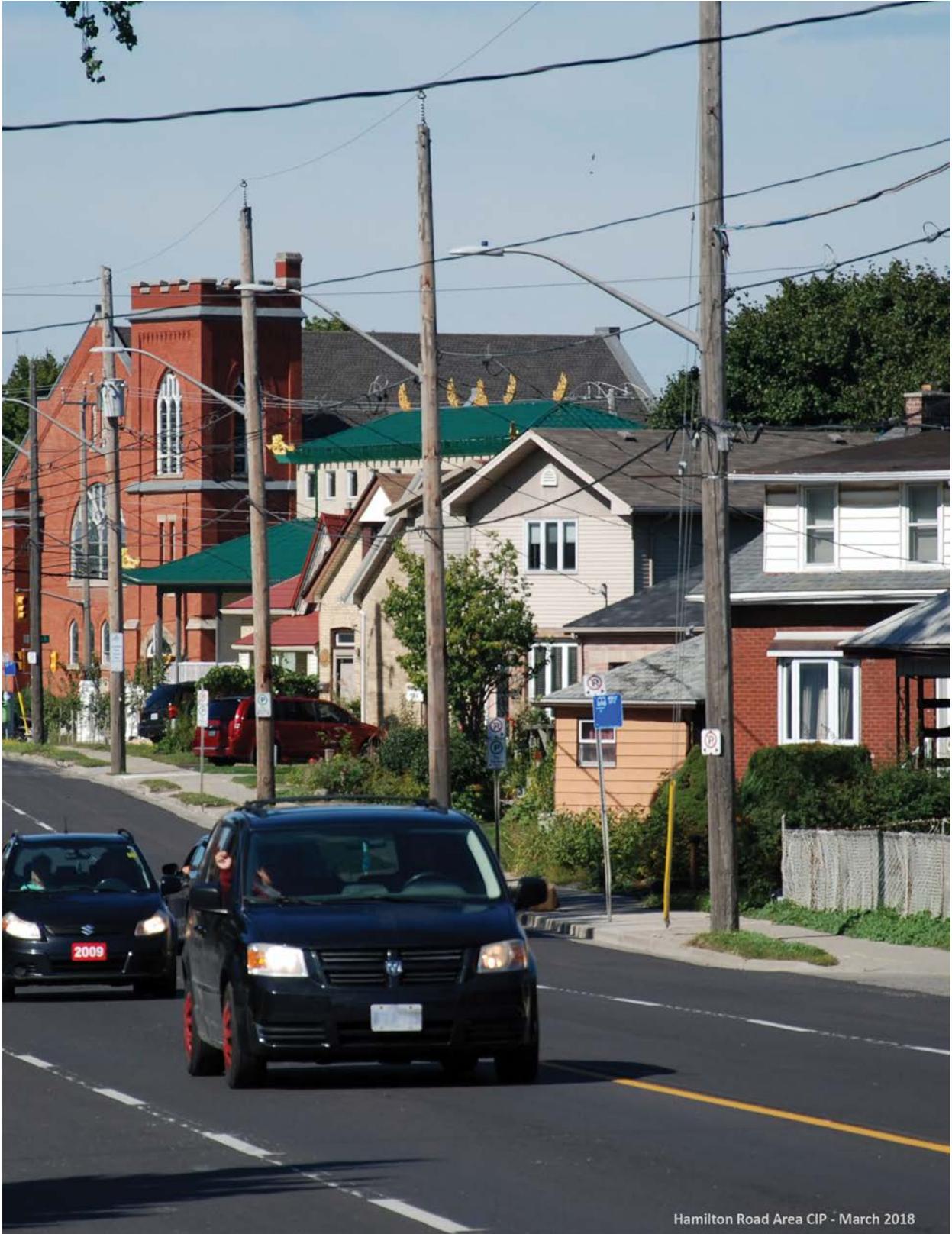
Through consultation with the community, 12 areas for improvement were developed from the list of items identified as needing improvement in the Hamilton Road Area. At the second community meeting, participants were asked to prioritize the improvement areas, resulting in the following list:

- 1 Traffic
- 2 Crime prevention/safety
- 3 Support small businesses
- 4 Vacant, derelict buildings
- 5 Parking for businesses on Hamilton Road
- 6 Access to fresh groceries along Hamilton Road
- 7 General cleanliness
- 8 Infrastructure
- 9 Enhancing Hamilton Road's identity
- 10 More interior community / social spaces
- 11 Park and Thames Valley Parkway
- 12 Conserving heritage

The 12 areas for improvement were summarized into six improvement categories:

-  **Quality Public Realm and Streetscapes**
-  **A Safer Neighbourhood for All**
-  **Strong Business Environment**
-  **Excellent Parks and Recreational Opportunities**
-  **Improved Mobility Options**
-  **Strengthening the Community**

The recommended actions for improvement found in Section 6 will fall under one of the above six categories.



Hamilton Road Area CIP - March 2018

Section 3

# **Community Improvement Project Area**



## The Project Area

Ontario's *Planning Act* defines a community improvement project area as "a municipality or an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason." This area, also referred to in this Plan as the "Project Area", is shown in Figure 1.

A number of critical community improvement needs were identified in the Project Area through the detailed analysis of strengths, weaknesses, opportunities and threats (SWOT Analysis) contained in Appendix E as well as through the workshops held at the community meetings. As a result, The Hamilton Road Project Area complies with the *Planning Act* definition where community improvement is desirable. All community improvement activities described in this CIP, including financial incentive programs, will only be undertaken within the area designated as the Community Improvement Project Area or a Sub-Area of the Project Area. The Community Improvement Project Area is designated by a By-law passed by Municipal Council, in accordance with Section 28 of the *Planning Act*.

## Project Area Description

The Hamilton Road Project Area is generally defined as the CN railway tracks to the north, Highbury Avenue to the east, the Thames River to the south, Adelaide Street to the west, and also includes all properties with frontage on Hamilton Road west of Adelaide Street, as well as 219-221 William Street.

Figure 1: Project Area



## Project Sub-Areas

The Project Area has been further divided into three Project Sub-Areas (see Figures 2-4) which are based on inventoried conditions and characteristics during the preparation of this Plan. The Sub-Areas include:

- 1 Hamilton Road Corridor
- 2 Hamilton Road Area Neighbourhood
- 3 Hamilton Road Area Parks

**Figure 2: Hamilton Road Corridor**

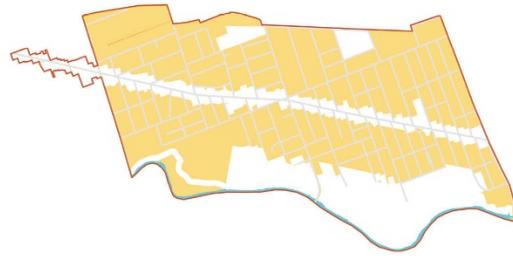


### **Hamilton Road Corridor**

Hamilton Road is the spine that runs through the community. Hamilton Road is a main gateway to Downtown and provides access to Highbury Avenue and from there to Highway 401. The large volumes of traffic including trucks that pass through the neighbourhood on Hamilton Road have contributed to a decline in the quality of the pedestrian-oriented main street environment. Hamilton Road and its shops, restaurants, and other businesses is within a comfortable walking distance for most residents in the neighbourhood. An effort to balance the vehicular traffic with the desire for a more pedestrian friendly main street environment is a priority. A desire for new public spaces along Hamilton Road was also identified at the second community meeting. The CIP directs opportunities for potential new public spaces to Hamilton Road.

The London Plan identifies approximately Rectory Street to Egerton Street as the Main Street Place Type. This segment of Hamilton Road will see the greatest effort to promote walkability, a mix of uses, gathering spaces and act as a node for the community. Outside of the Main Street segment, the remainder of Hamilton Road in the Project Area is identified as an Urban Corridor. Urban Corridors permit a wide range of uses, encourage on-street parking, and support a pleasant and interesting pedestrian environment. As the Hamilton Road Corridor is the centre of the Hamilton Road Project Area, it will also be the focal point for improvement.

**Figure 3: Hamilton Road Area Neighbourhood**

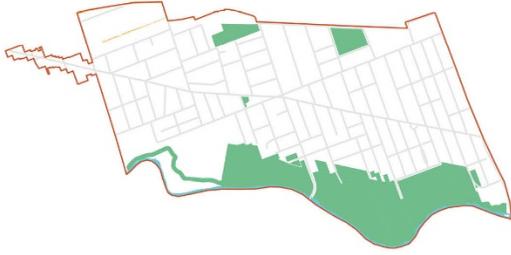


### **Hamilton Road Area Neighbourhood**

The Hamilton Road Area Neighbourhood is comprised of the primarily residential neighbourhoods adjacent to the Hamilton Road Corridor in the Project Area. The Hamilton Road Area Neighbourhood has a close and supporting relationship to the Hamilton Road Corridor. Although the Neighbourhood is mainly made up of homes, there are industrial, commercial and retail uses along Trafalgar Street, Adelaide Street North, and adjacent to the railway tracks.

Within The London Plan, the Hamilton Road Area Neighbourhood has numerous Place Types including Neighbourhoods, Light Industrial, and Shopping Area. The Neighbourhoods Place Type will be planned for a diversity and mix of residential uses, to create and enhance a sense of place and identity, as well as permit mixed-use and commercial uses at appropriate locations to meet the daily needs of neighbourhood residents. The Light Industrial Place Type is where industries generating more minimal planning impacts will be permitted. The industrial areas are included in the Hamilton Road Area Neighbourhood Sub-Area; however, no improvements in this Plan are targeted towards industrial properties. The Shopping Area Place Type permits commercial centres with a wide range of retail, service, business, recreational, social, educational, and government uses within easy walking distance for neighbourhoods.

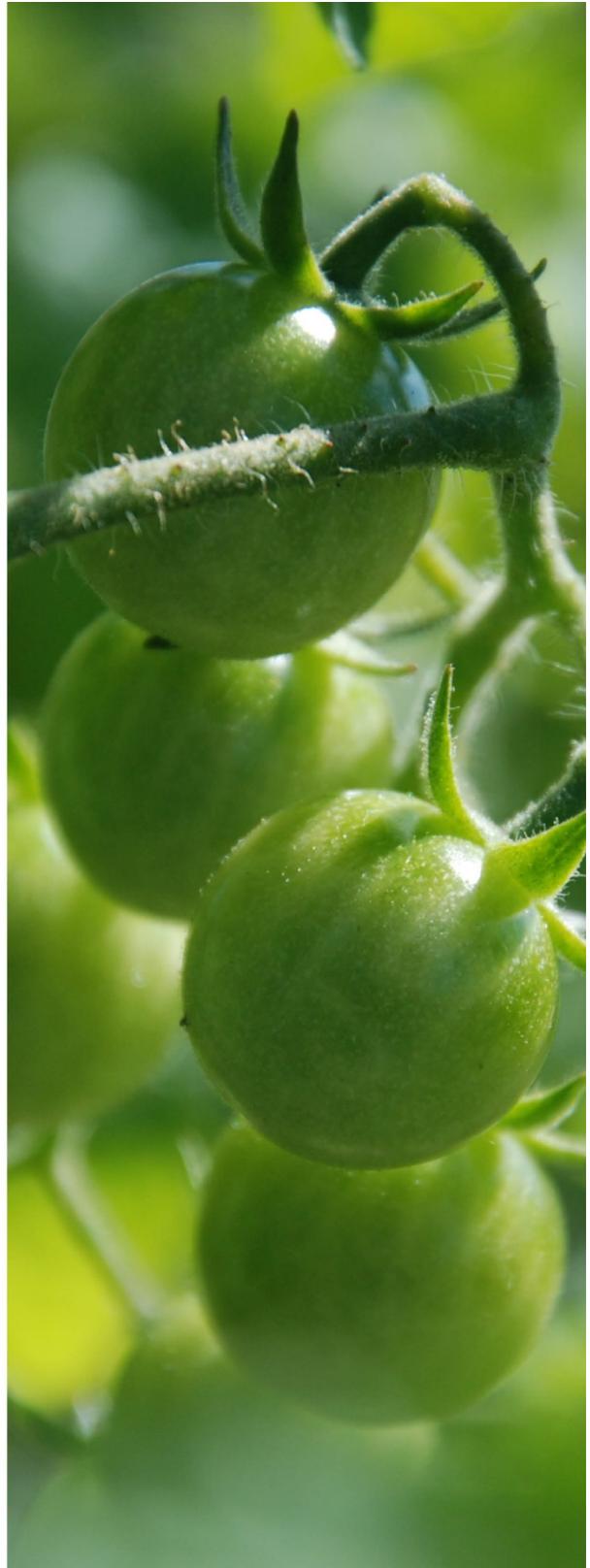
**Figure 4: Hamilton Road Area Parks**



### **Hamilton Road Area Parks**

The Hamilton Road Area has a variety of parks and outdoor public spaces available to the community. These public spaces include Vauxhall Park, St. Julien Park, South Branch Park, CNR Park, Silverwoods Park, Dillabough Garden, and the Thames Valley Parkway. These public spaces are an excellent amenity for the Hamilton Road Area. The close relationship to the Hamilton Road Corridor often has “spillover effects” into the public spaces, such as concerns regarding the level of personal security experienced in them, particularly at night.

The majority of the outdoor public spaces in the Hamilton Road Area are identified as the Green Space Place Type in The London Plan. The Green Space Place Type is made up of a system of public parks and recreation areas, private open spaces, and the City’s most cherished natural areas.





Section 4

# **Community Improvement Needs**



## Community Improvement Needs

To gain an understanding of key issues and to identify the gaps that should be addressed by this CIP, community improvement needs in the Hamilton Road Project Area have been determined using the following methods:

- First-hand observations made during site visits of the area;
- Research and analysis of legislation, policies, regulations and other sources of existing information applicable to the area;
- Consultation with the local community members and organizations; and,
- Consultation across City of London service areas.

This work is documented in detail in this Plan's Appendices.

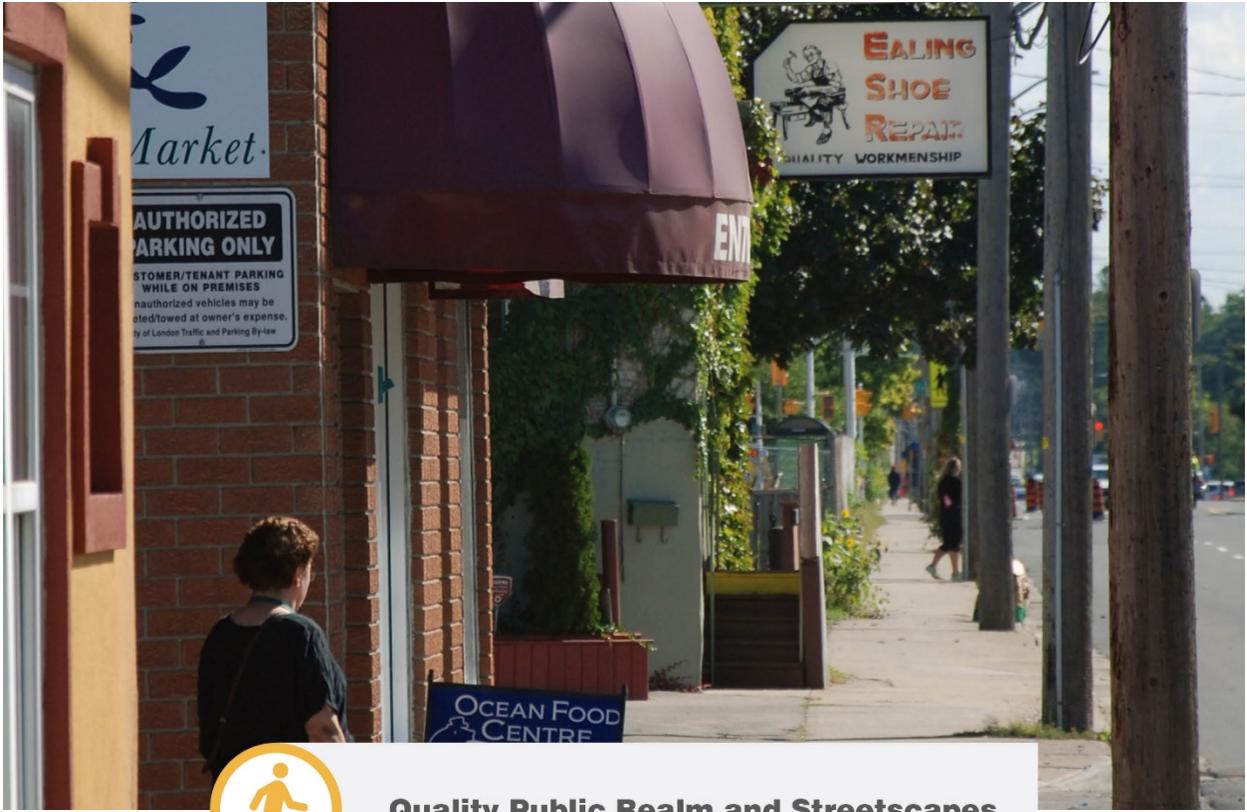
### Identified Strengths, Weaknesses, Opportunities & Threats (SWOT)

As part of the community meetings held in the preparation of this CIP, participants were asked to identify strengths and weaknesses in the Hamilton Road Area using a social, economic, and environmental lens. Using the documented replies, and the other information gathered through the methods cited above, opportunities were noted and potential threats foreseen. The SWOT analysis summarizing these steps is provided in Appendix E.



## **Categories of Identified Community Improvement Needs**

The following list groups identified needs or gaps that require community improvement consistent with the six categories cited in Section 2. The list is not in an order of priority. Many of these needs or gaps are taken verbatim from the community meetings and as written may be seen by some as being insensitive or inappropriate. The comments have not been edited or sanitized by Planning Services. However, the comments have been edited and summarized when two or more needs were addressing the same concern.



## Quality Public Realm and Streetscapes

Vacant and derelict buildings

Houses on Adelaide Street between Hamilton Road and Layard Street need improvement

Traffic volume on Hamilton Road including trucks makes the pedestrian experience unpleasant

Poor road conditions

Better residential garbage and pickup

Littering on Hamilton Road

The neighbourhood looks dreary

Neighbourhood needs road and sewer work

Not enough street lighting or park lighting

Lack of street trees

Lack of seating

Perception that City construction projects take too long – leading to the feeling that the neighbourhood is a low priority.



## A Safer Neighbourhood for All

Perception that junk yards encourage criminal activity

Need crime prevention and more police presence

Issues with prostitution and crime

Graffiti

Misperceptions about physical appearance and social conditions "East of Adelaide" (EOA)

Loitering

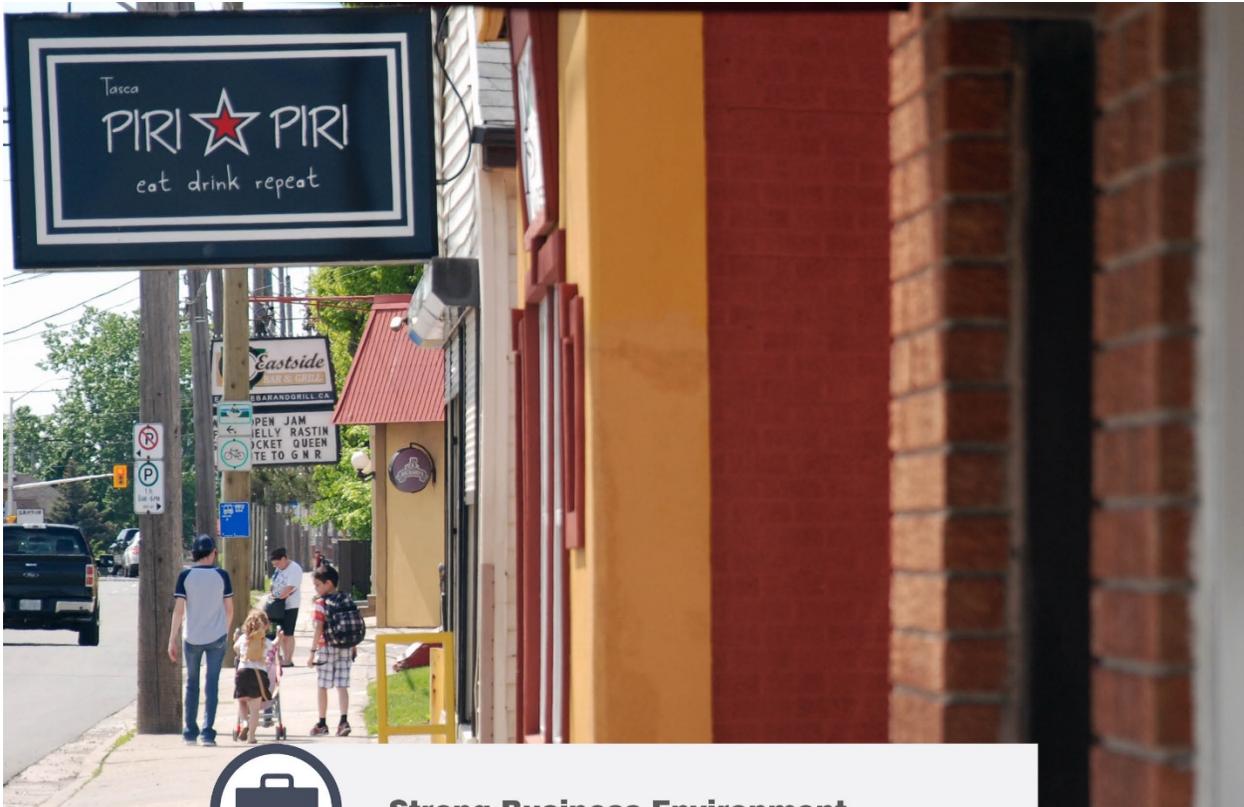
Lack of needle bins

Concerns about drug use in public

Substandard and unsafe housing

Parks and neighbourhood can feel unsafe at night

Laneways and alleyways are not used and can feel unsafe



## Strong Business Environment

Insufficient parking available for local businesses

Lack of support from the City for local businesses

Need increased hours of operation for local businesses

Lack of a Business Improvement Area

Lack of commercial investment in the neighbourhood

The commercial corridor is very long and unfocused

Portions of the commercial built form is not purpose-built for the use (i.e. houses poorly adapted for commercial purposes)

Zoning related to parking requirements, setbacks, and expanded the range of permitted uses needs to be updated to better support revitalization and improvement efforts



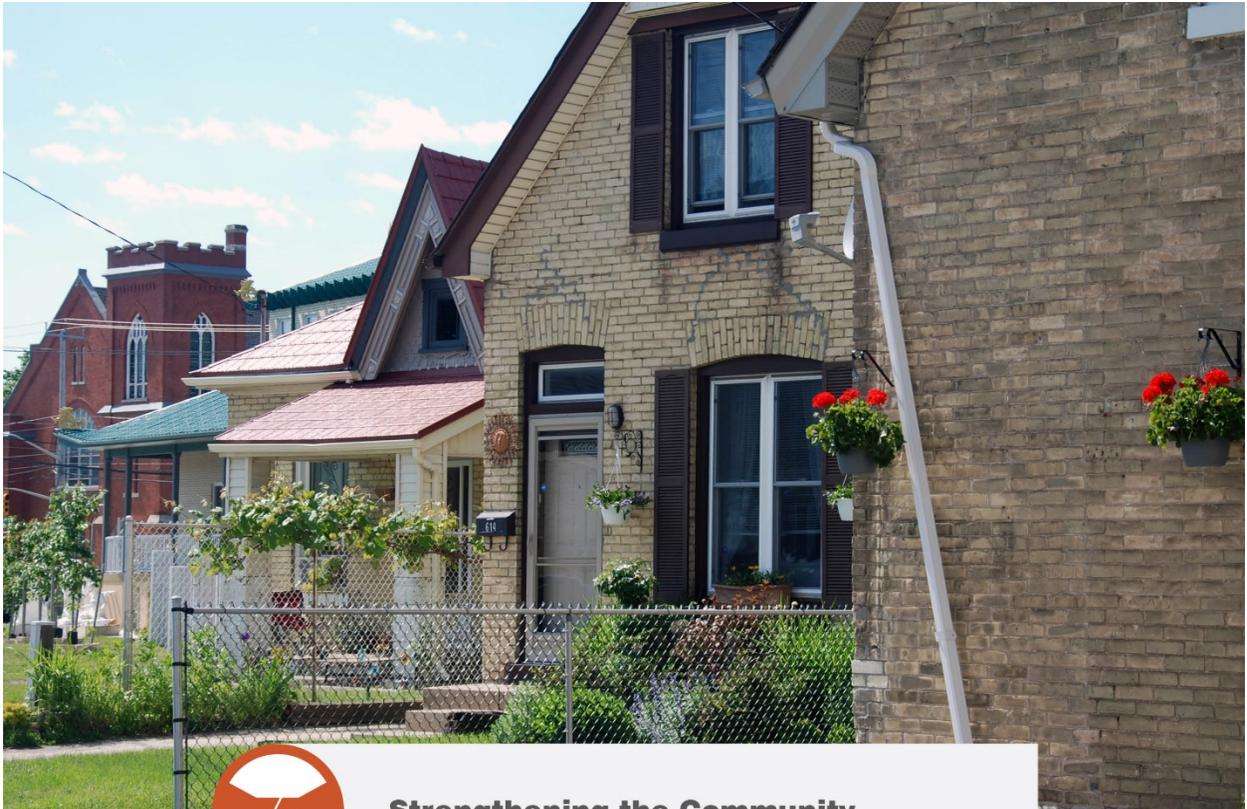
## Excellent Parks and Recreational Opportunities

- Lack of places for youth to go
- Lack of social events, e.g. festivals and community events
- BMO Centre should be a multi-purpose facility (not just soccer)
- Schools not being used for community classes
- Concerns about the fate of Silverwoods Arena
- Lacking seniors' support
- Lack of improvements in CNR Park
- Underused green space
- No dog park
- Lack of playground equipment



### Improved Mobility Options

- No bike lanes
- Some local roads need traffic calming
- Lack of traffic interruptions (places to cross Hamilton Road)
- Tractor trailers need an alternate route other than Hamilton Road
- Lack of LTC north and south routes through the neighbourhood



## Strengthening the Community

Lack of an additional supermarket or farmer's market

Perceived food desert

Perceived as a low income area

Lack of voice to City Hall that speaks for the whole community

School closings

Limited heritage designations and protection

Lack of housing options



Section 5

# Incentive Programs



## Incentive Programs

Coupled with proposed initiatives that can be undertaken by the public sector on municipal property, the private sector needs to be engaged in community improvement to achieve this Plan's objectives. Financial incentives are established to help stimulate private investment in buildings and properties. In accordance with the *Planning Act* and the City's Official Plan, the City may offer grants or loans to property owners to help cover eligible costs and further community improvement goals.

## Hamilton Road Area Financial Incentive Programs

The Hamilton Road Area CIP financial incentive programs represent a comprehensive 'toolkit' of programs designed to help address a number of the key weaknesses and threats identified during the analysis and achieve the vision and objectives of the CIP. The financial incentive programs are designed to encourage private sector investment, rehabilitation, adaptive reuse, redevelopment, and construction activity along the Hamilton Road Corridor Sub-Project Area, shown in Figure 2.

The incentive programs contained in the CIP are referred to as a 'toolkit' because once the CIP is adopted and approved, Municipal Council is able to fund, activate, and implement the incentive programs. The programs are however subject to the availability of funding and Municipal Council may choose to implement, suspend, or discontinue one or more programs at a time. It is important to note that the Hamilton Road Area CIP is an enabling document which means Municipal Council is under no obligation to activate and implement any of the incentive programs.

The programs are also referred to as a 'toolkit' because once activated, these programs can be used individually or

together by an applicant. In addition to the incentive programs contained in this CIP the City of London also provides incentive programs in both the Brownfield and Heritage CIPs, which may also be applicable to property owners within the Project Area. Among the various CIPs there may be similar and overlapping incentives a property owner might choose to apply for related to a specific property. Each CIP provides specific program requirements for each financial incentive program.

Table 1 summarizes basic program details for each of the incentive programs. The maximum grant/loan available for each program will be determined by City Council when it implements an incentive program and will be based on budget considerations at that time.

Eligibility criteria is available in the detailed program requirements in the Hamilton Road Area CIP financial incentive implementation information package. An amendment to this Plan is required in order to add a financial incentive program or alter its description. Changes to detailed program requirements may occur by Municipal Council resolution without an amendment to this Plan.

**Table 1: Summary of Hamilton Road Area CIP Financial Incentive Programs**

Program	Description	Program Duration
Upgrade to Building Code Loan	<p>A program designed to assist property owners with the financing of building improvements that are often necessary to ensure older buildings comply with today’s Building Code requirements. The costs associated with these improvements frequently pose a major issue for building owners wanting to upgrade their properties.</p> <p>City may provide no-interest loans that are paid back over a 10 year period.</p>	As directed by Municipal Council
Façade Improvement Loan	<p>A program designed to assist property owners with street façade improvements and bring participating properties into conformity with Property Standards By-law and applicable Urban Design Guidelines.</p> <p>City may provide no-interest loans that are paid back over a 10 year period.</p>	As directed by Municipal Council
Rehabilitation & Redevelopment Tax Grant	<p>A program designed to provide economic incentive for the rehabilitation of mixed-use and commercial properties in areas where the building stock is older.</p> <p>City may provide an annual grant to property owners over a ten-year period on a declining scale. The effect of this program is to phase in the property tax increase, which results from a rehabilitation project, over a period of ten years. The annual grant amount is calculated based on the property tax increase that results from the increase in assessment relating to an improvement project.</p>	As directed by Municipal Council
Front Yard Tree Program for Hamilton Road	<p>An incentive program to provide trees in the front yards of residential and commercial properties in a designated area along the Hamilton Road Corridor Sub-Project Area.</p> <p>This program is intended to complement the efforts to provide significant tree canopy cover in the Hamilton Road Main Street Capital Project and the London Urban Forest Strategy.</p>	As directed by Municipal Council

# Brownfield and Heritage Incentive Programs

The City of London provides incentive programs that are contained in both the Brownfield and Heritage CIPs, which may also be applicable to property owners within the Project Area. Table 2 identifies these incentive programs. Specific program information is included in the related CIPs.

**Table 2: Summary of City Wide CIP Incentive Programs**

CIP	Incentive Programs
Brownfield	<ul style="list-style-type: none"> <li>• Contamination Assessment Study Grant Program</li> <li>• Property Tax Assistance Program</li> <li>• Development Charge Rebate</li> <li>• Tax Increment Equivalent Grant</li> </ul>
Heritage	<ul style="list-style-type: none"> <li>• Tax Increment Grant</li> <li>• Development Charge Equivalent Grant</li> </ul>



Section 6

# Implementation



## How to Read the Actions Table

The CIP Actions Table is organized into six improvement categories: Quality Public Realm and Streetscapes; A Safer Neighbourhood for All; Strong Business Environment; Excellent Parks and Recreational Opportunities; Improved Mobility Options; and Strengthening the Community.

Within each improvement category, there are several community- and City-identified actions that originated during community and stakeholder consultation and have been developed through City staff and agency input, to improve the needs and weaknesses in the Hamilton Road Area CIP Project Area as listed in Section 4 and achieve the community vision. Each action identifies the lead (who is expected to coordinate/undertake implementing the action), the suggested partners (who can assist the lead), the priority (Do First, Do Second, and Do Third), and the relative cost.

A lead was identified for each action. Clarifying roles and responsibilities ensures there is accountability for the actions and helps champions to emerge to lead the actions through to implementation. The two primary stakeholders are the City of London and the Hamilton Road Area Community. The City refers to City of London staff, with assistance of its boards, agencies, and commissions and includes

regulatory and operational activities. The Community refers to the Hamilton Road Area residents, the Hamilton Road Community Association, the Hamilton Road Area Business Association, social service agencies, and other community and business organizations in the Hamilton Road Area.

The Cost column helps identify expectations for a relative budget amount (high, medium, or low) to implement an action, if funding is available in an existing City budget or would need to come from a future City budget, or if funding is available from a non-City budget.

Prioritizing the proposed sequence for these actions proved to be challenging due to budget constraints, planned infrastructure renewal, jurisdictional issues which require commitment from other agencies, and community preference. Therefore, some actions have been identified as a “Do 1st” priority and conversely, other actions may not have been regarded as an immediate priority but an opportunity may arise sooner than expected where it would be appropriate to avail of such opportunities.

The ability to complete the actions listed in the following Actions Table is contingent on available resources and other projects and priorities that are underway or introduced by Municipal Council in the future.

### Actions Table

Action Items listed below without shading are consistent with the definition of community improvement found in Section 28 of the *Planning Act*; shaded Action Items address an identified weakness or an improvement desired within the Hamilton Road Area Community Improvement Project Area which was documented during the preparation of this Plan but is beyond the scope of community improvement as it is defined in the *Planning Act*, or can be implemented without need for a CIP. Combining both types of community improvement Actions in a single document is intended to provide a complete robust plan for improving the Hamilton Road Area CIP Project Area that is easier to monitor and implement.





## Quality Public Realm and Streetscapes

	Action	Priority	Lead & Suggested Partners	Cost
1.1	Make available the Upgrade to Building Code Loan, Façade Improvement Loan, and Rehabilitation and Redevelopment Tax Grant Incentive Programs	Do 1st	Planning Services – Urban Regeneration Suggested Partners: Hamilton Road Business (Improvement) Association	High (existing budget)
1.2	Undertake the preparation of detailed Urban Design Guidelines for the Hamilton Road/Adelaide Street North Mixed-Use Mainstreet Districts	Do 2nd	Planning Services – Urban Design Suggested Partners: Hamilton Road Business (Improvement) Association Hamilton Road Community Association	Low (existing budget)
1.3	Where feasible based on space constraints, ensure the immediate area around bus stops on Hamilton Road are equipped with pedestrian friendly amenities including transit shelters, waste receptacles, and benches	Do 1st	London Transit Commission Suggested Partners: Planning Services – Urban Design Environmental and Engineering Services (EES)- Transportation Planning & Design EES – Transportation and Roadside Operations	Medium (other budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
1.4	In conjunction with the Hamilton Road “MainStreet” Conceptual Design Infrastructure Renewal project, identify opportunities for strategic property acquisition and/or better use of existing City owned land for the purposes of implementing public squares, plazas, community gardens, and green space	Do 1st	EES – Transportation Planning & Design Suggested Partners: Planning Services – Environmental & Parks Planning Finance and Corporate Services – Realty Services Planning Services – Urban Design Parks and Recreation – Operations Hamilton Road Business (Improvement) Association Hamilton Road Community Association Crouch Neighbourhood Resource Centre Neighbourhood, Children & Fire Services	High (future budget)
1.5	Develop a way-finding system with pedestrian-scale signs to allow visitors to explore the neighbourhood	Do 3rd	Hamilton Road Business (Improvement) Association Suggested Partners: Crouch Neighbourhood Resource Centre EES – Transportation Planning & Design	Medium (future budget)
1.6	Consider BA/BIA branding on way-finding signs and street furniture along Hamilton Road	Do 3rd	Hamilton Road Business (Improvement) Association Suggested Partners: N/A	Low (other budget)
1.7	Clean Hamilton Road sidewalks on a more frequent schedule	Do 1st	EES – Transportation and Roadside Operations Suggested Partners: Hamilton Road Business (Improvement) Association	Medium (future budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
1.8	Seek opportunities to include wider sidewalks as part of the Hamilton Road “MainStreet” Conceptual Design Infrastructure Renewal project and as part of existing planned capital projects along Hamilton Road with consideration for tree protection	Do 3rd	EES – Transportation Planning & Design Suggested Partners: Planning Services – Urban Design	Medium (future budget)
1.9	Seek opportunities to include pedestrian scale lighting as part of the Hamilton Road “MainStreet” Conceptual Design Infrastructure Renewal project and as part of existing planned capital projects along Hamilton Road	Do 2nd	EES – Transportation Planning & Design Suggested Partners: Planning Services – Urban Design Hamilton Road Business (Improvement) Association	Medium (future budget)
1.10	Investigate the use of new lighting technologies including automatic dimming systems and intelligent lighting controls for installation as Hamilton Road is reconstructed	Do 2nd	EES – Roadway Lighting & Traffic Control Suggested Partners: N/A	Low (future budget)
1.11	Where appropriate based on space constraints, install new waste receptacles along Hamilton Road	Do 2nd	EES – Transportation and Roadside Operations Suggested Partners: Hamilton Road Business (Improvement) Association	Low (future budget)
1.12	Investigate the feasibility of burying the hydro lines on Hamilton Road as part of the Hamilton Road “MainStreet” Conceptual Design Infrastructure Renewal project and as part of existing planned capital projects along Hamilton Road, with the segment between Smith Street and Hydro Street being the top priority	Do 3rd	EES – Transportation Planning & Design Suggested Partners: London Hydro Planning Services – Urban Design Hamilton Road Business (Improvement) Association	High (future budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
1.13	Seek opportunities to include street trees and vegetation on Hamilton Road as part of the Hamilton Road “MainStreet” Conceptual Design Infrastructure Renewal project and as part of existing planned capital projects along Hamilton Road	Do 2nd	EES – Transportation Planning & Design Suggested Partners: Planning Services – Urban Forestry Planning Services – Urban Design Parks and Recreation – Operations	Medium (future budget)
1.14	Study the opportunity for a front yard tree program for property owners along Hamilton Road to encourage street trees or consider making changes to the TreeME Matching Fund to provide property owners with access to trees	Do 2nd	Planning Services – Environmental and Parks Planning Suggested Partners: Planning Services – Urban Forestry Neighbourhood, Children & Fire Services	Low (existing budget)
1.15	Develop a street tree container planting program for spaces in the Hamilton Road Area Corridor Sub-Project Area where street trees are not feasible	Do 2nd	Hamilton Road Business (Improvement) Association Suggested Partners: ReForest London EES – Transportation and Roadside Operations	Low (other budget)
1.16	Seek opportunities to construct new sidewalks and/or curbs during road reconstruction and resurfacing, or during development approvals processes on abutting private property – on Vauxhall Street (east of Egerton Street), Cabell Street, Roberts Avenue, Little Simcoe Street, Oliver Street, Calvin Street, Flora Street, Ash Street, Hume Street, and Pine Street	Do 1st	EES – Transportation Planning & Design Suggested Partners: Development and Compliance Services Planning Services – Urban Design Hamilton Road Business (Improvement) Association	Low (existing budget)



## A Safer Neighbourhood for All

	Action	Priority	Lead & Suggested Partners	Cost
2.1	Undertake an annual crime prevention through environmental design (CPTED) review of targeted areas in the neighbourhood	Do 1st	London Police Services Suggested Partners: Planning Services – Urban Design Hamilton Road Business (Improvement) Association Hamilton Road Community Association Neighbourhood, Children & Fire Services (Neighbourhood Safety Audits)	Low (other budget)
2.2	Increase the frequency of proactive By-law Enforcement blitzes in the Hamilton Road Area and identify opportunities to expand the area where the City of London undertakes proactive by-law enforcement in the Hamilton Road Area.	Do 2nd	Development and Compliance Services – By-law Enforcement Suggested Partners: Planning Services – Urban Design Hamilton Road Business (Improvement) Association Hamilton Road Community Association	Low (future budget)
2.3	Engage Neighbourhood Watch London about the potential of expanding the areas of Hamilton Road where Neighbourhood Watch programs are currently organized	Do 1st	Hamilton Road Community Association Suggested Partners: Neighbourhood Watch London Crouch Neighbourhood Resource Centre Neighbourhood, Children & Fire Services (Neighbourhood Safety Audits)	Low (other budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
2.4	Continue to build on the relationship and work with the Community Oriented Response unit to identify neighbourhood issues and develop appropriate responses including proactive foot/bike patrols and targeted enforcement	Do 1st	London Police Services Suggested Partners: Hamilton Road Community Association Hamilton Road Business (Improvement) Association Ward Councillor	No cost
2.5	Identify which alleys and laneways behind residential homes are unused and/or unnecessary for vehicular traffic	Do 2nd	EES- Geomatics Suggested Partners: Planning Services – Urban Regeneration Hamilton Road Community Association Adjacent property owners EES – Transportation Planning & Design	No cost
2.6	Once alleys and laneways are identified in 2.5, develop a program for closing unnecessary laneways including conveying City owned laneways to adjacent property owners	Do 2nd	Planning Services – Urban Regeneration Suggested Partners: Finance and Corporate Services – Realty Services Hamilton Road Community Association Adjacent property owners	Low (future budget)
2.7	Initiate a traffic study for the Hamilton Road Area to assess the need for traffic calming measures, in particular on Homan Street, Terrence Street, Vauxhall Street, Major Street, and St. Julien Street (north of Hamilton Road)	Do 1st	EES – Transportation Planning & Design Suggested Partners: Planning Services	Low (future budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
2.8	Undertake proactive patrols and targeted enforcement in St. Julien Park and CNR Park	Do 1st	London Police Services Suggested Partners: Hamilton Road Community Association Parks and Recreation	Medium (other budget)
2.9	Install sharps bins in CNR Park	Do 1st	Neighbourhood, Children and Fire Services Suggested Partners London CArES Parks and Recreation Planning Services – Environmental and Parks Planning	Low (existing budget)



## Strong Business Environment

	Action	Priority	Lead & Suggested Partners	Cost
3.1	Implement greater mixed use zoning, an expanded range of permitted uses, and a reduction in setback requirements for Hamilton Road between Rectory Street and Egerton Road to help facilitate redevelopment	Do 1st	Planning Services Suggested Partners: Hamilton Road Business (Improvement) Association	No cost
3.2	Initiate a Zoning By-law Amendment in order to foster the creation of deeper lots along Hamilton Road in order to proactively zone for lot consolidation and redevelopment opportunities	Do 1st	Planning Services Suggested Partners: Hamilton Road Business (Improvement) Association	No cost
3.3	Introduce zoning to remove or reduce the parking requirements for commercial and mixed-use properties along Hamilton Road, which cannot accommodate required parking on-site	Do 1st	Planning Services Suggested Partners: Hamilton Road Business (Improvement) Association	No cost
3.4	Implement greater mixed use zoning and an expanded range of permitted uses for residential dwellings along Adelaide Street North and Hamilton Road Corridors to allow for increased opportunity to repurpose converted residential dwellings	Do 2nd	Planning Services Suggested Partners: Hamilton Road Business (Improvement) Association Hamilton Road Community Association	No cost

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
3.5	Establish a Business Improvement Area (BIA)	Do 1st	Hamilton Road Business Association Suggested Partners: Planning Services – Urban Regeneration Finance and Corporate Services – Taxation	Low (existing budget)
3.6	Seek mentoring opportunities with other BIAs	Do 1st	Hamilton Road Business (Improvement) Association Suggested Partners: Downtown London BIA Old East Village BIA Argyle BIA	No cost
3.7	Work with the City of London to investigate acquiring a strategic property on Hamilton Road for the location of a social enterprise Repair Café	Do 1st	Crouch Neighbourhood Resource Centre Glen Cairn Neighbourhood Resource Centre Suggested Partners: Finance and Corporate Services – Taxation Finance and Corporate Services – Realty Services Neighbourhood, Children and Fire Services	High (future budget)
3.8	Investigate the ability to “future-ready” the Hamilton Road Area through the adoption of Future City / Smart City initiatives including fibre optic communication infrastructure	Do 1st	Hamilton Road Area Business (Improvement) Association Suggested Partners: Internet Service Providers City of London Planning Services City of London Information Technology Services City of London Environmental & Engineering Services	Low (future budget)



## Excellent Parks and Recreational Opportunities

	Action	Priority	Lead & Suggested Partners	Cost
4.1	Should Silverwoods Arena be considered for future repurposing, hold a public engagement process with the community to discuss building/site repurposing	Do 1st	Neighbourhood, Children and Fire Services Parks and Recreation Suggested Partners: Hamilton Road Business (Improvement) Association Hamilton Road Community Association Crouch Neighbourhood Resource Centre	No cost
4.2	During the periodic review of the Parks and Recreation Master Plan, as well as through ongoing Family Centre work, evaluate the need for municipal indoor community space. If necessary identify opportunities for property acquisition to meet the need	Do 2nd	Neighbourhood, Children and Fire Services Parks and Recreation Suggested Partners: Finance and Corporate Services – Realty Services Child and Youth Network School Boards Hamilton Road Business (Improvement) Association Hamilton Road Community Association Crouch Neighbourhood Resource Centre	Medium to High (future budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
4.3	Undertake an annual review of programs available in the Hamilton Road Area through Spectrum, Crouch Neighbourhood Resource Centre, City of London Parks and Recreation, YMCA, Boys and Girls Club, etc. in order to ensure adequate programming is available to the neighbourhood	Do 2nd	Neighbourhood, Children and Fire Services Suggested Partners: Parks and Recreation Hamilton Road Community Association Crouch Neighbourhood Resource Centre YMCA Boys and Girls Club Other service providers in the neighbourhood	No cost
4.4	Investigate the need for additional lighting in CNR Park and St. Julien Park in order to improve the community's ability to use the park	Do 1st	Planning Services – Environmental & Parks Planning Suggested Partners: Parks and Recreation Hamilton Road Community Association London Hydro	Low to Medium (future budget)
4.5	Investigate the feasibility of providing public washrooms in CNR Park	Do 3rd	Planning Services – Environmental & Parks Planning Suggested Partners: Parks and Recreation Hamilton Road Community Association	Low to High (future budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
4.6	Investigate the feasibility of installing a splash pad in St. Julien Park	Do 2nd	Parks and Recreation – Aquatics, Arenas and Attractions Suggested Partners: Planning Services – Environmental & Parks Planning Neighbourhood, Children and Fire Services Hamilton Road Community Association	Medium (future budget)
4.7	Continue to pursue additional funding sources, such as the Federal Infrastructure Grant, for improvements to the Thames Valley Parkway	Do 1st	Planning Services – Environmental & Parks Planning Suggested Partners: Parks and Recreation ESS – Transportation Planning and Design	No cost
4.8	Investigate the feasibility of expanding the Hamilton Road Seniors' Centre & Community Centre to allow for additional programming	Do 3rd	Neighbourhood, Children and Fire Services Parks and Recreation Suggested Partners: Finance and Corporate Services – Realty Services Finance and Corporate Services – Facilities	Low to High (future budget)



## Improved Mobility Options

	Action	Priority	Lead & Suggested Partners	Cost
5.1	Identify opportunities to acquire vacant lot(s) for off-street parking to adequately serve commercially zoned properties and the Hamilton Road Seniors' Centre (also see Action 4.8)	Do 1st	Finance and Corporate Services – Realty Services Suggested Partners: Planning Services Neighbourhood, Children and Fire Services Hamilton Road Business (Improvement) Association	High (future budget)
5.2	Identify opportunities to create more on-street parking all along Hamilton Road	Do 2nd	EES – Transportation Planning & Design Suggested Partners: Hamilton Road Business (Improvement) Association	Medium (future budget)
5.3	Seek opportunities to include new pedestrian crossings on Hamilton Road, particularly near schools as part of the Hamilton Road "MainStreet" Conceptual Design Infrastructure Renewal project and as part of existing planned capital projects along Hamilton Road	Do 1st	EES – Roadway Lighting & Traffic Control Suggested Partners: EES – Transportation Planning & Design Planning Services – Urban Design Hamilton Road Business (Improvement) Association Hamilton Road Community Association	Medium (future budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
5.4	Initiate a walkability study to assess the neighbourhoods walking conditions to help inform future studies and transportation plans	Do 2nd	EES – Transportation Planning & Design Suggested Partners: Hamilton Road Community Association Neighbourhood, Children and Fire Services – Age Friendly London	No cost
5.5	Promote and expand Active and Safe Routes to School program	Do 1st	Active & Safe Routes to School Suggested Partners: Hamilton Road Community Association School Boards	Low (other budget)
5.6	As part of the LTC’s annual service plans, review how to encourage and promote increased bus ridership in the Hamilton Road Area including the potential for new routes	Do 1st	London Transit Commission Suggested Partners: Hamilton Road Community Association	Low (other budget)
5.7	Investigate and consider increasing the walking signal time for pedestrians at intersections and pedestrian crossings on Hamilton Road	Do 2nd	EES – Roadway Lighting & Traffic Control Suggested Partners: EES – Transportation Planning & Design Hamilton Road Community Association	No cost



## Strengthening the Community

	Action	Priority	Lead & Suggested Partners	Cost
6.1	Determine the population density required to support an additional grocery store along or in close proximity to Hamilton Road. Seek out opportunities to attract a grocery store to Hamilton Road	Do 1st	Hamilton Road Business (Improvement) Association Suggested Partners: Planning Services Hamilton Road Community Association Crouch Neighbourhood Resource Centre	No cost
6.2	Identify potential sites for a grocery store and if necessary, complete a City-initiated Zoning By-law Amendment to zone the land to accommodate the use	Do 2nd	Planning Services – Urban Regeneration Suggested Partners: Hamilton Road Business (Improvement) Association Crouch Neighbourhood Resource Centre	No cost
6.3	Undertake a study to determine the viability of a community and/or local business-run market focused on fresh produce, and identify feasible sites that meet the strategic location for the market	Do 1st	Hamilton Road Business (Improvement) Association Suggested Partners: Hamilton Road Community Association Crouch Neighbourhood Resource Centre City of London Interested food businesses	Medium to High (other budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
6.4	Promote the area's heritage through events such as Doors Open and other heritage tours, Hidden History of Hamilton Road meetings, and others	Do 2nd	Hamilton Road Community Association Suggested Partners: Hidden History of Hamilton Road Crouch Neighbourhood Resource Centre London Heritage Council Architectural Conservancy of Ontario, London chapter	Low (other budget)
6.5	Consider opportunities to celebrate the area's heritage such as placing signage outside of buildings which pay tribute to the original occupants	Do 3rd	Hamilton Road Community Association Suggested Partners: Hamilton Road Business (Improvement) Association Hidden History of Hamilton Road	Low (other budget)
6.6	Consider the installation of unique street-name signage to identify the Hamilton Road Area community	Do 3rd	Planning Services Suggested Partners: Hamilton Road Business (Improvement) Association Hamilton Road Community Association	Medium (future budget)
6.7	Consider a promotional campaign to encourage residents, not just tourists, to visit the Tree Trunk Tour	Do 2nd	Hamilton Road Business (Improvement) Association Suggested Partners: Hamilton Road Community Association	Low (other budget)

	<b>Action</b>	<b>Priority</b>	<b>Lead &amp; Suggested Partners</b>	<b>Cost</b>
6.8	Host a street festival by using the Block Party in a Box available through Neighbourhood, Children and Fire Services	Do 2nd	Hamilton Road Business (Improvement Association) Suggested Partners: Hamilton Road Community Association Neighbourhood, Children and Fire Services	Low (other budget)
6.9	Explore opportunities to construct purpose-built well-designed affordable housing projects that will contribute to the revitalization of the neighbourhood	Do 1st	Housing Development Corporation, London Suggested Partners: Real estate developers and home builders Planning Services – Urban Design Hamilton Road Community Association	High (other budget)

Section 7

# **Monitoring & Evaluation**



## Purpose

The Monitoring Program has several purposes:

- Identify how the vision and objectives of the Hamilton Road Area CIP have been achieved, to assess which actions and programs in it have been completed and/or can be suspended or discontinued;
- Determine whether any amendments to the Plan are warranted;
- Identify funds dispersed through the CIP incentive programs so as to determine which programs are being most utilized and use this information to adjust the programs as required;
- Gather feedback from applicants to the incentive programs so that adjustments can be made to the incentive programs as required; and,
- Identify the community and economic impact associated with projects taking advantage of the CIP incentives programs.

## CIP Target Success Measures

CIPs are generally created to provide the opportunity to re-plan, redesign, redevelop, and rehabilitate older areas of the city. The needs and gaps unique to the Hamilton Road Area CIP are outlined in Section 4. The success of this CIP would be based on its identified improvements being undertaken that can help address an identified need or gap and can be measured based on the four-year summary report as described further below. The following table provides target success measures for this CIP.

**Table 3: Success Measures**

	Indicator of Success	Target
1	Residential neighbourhood plays an important role within the context of the entire main street corridor	Improvements in upper apartments or offices over commercial space to encourage mixed use buildings
2	The neighbourhood can support an additional supermarket or market	Minimum population sufficient to support supermarket or market
3	Residential growth is strong for a protracted period	Number of residential units constructed within a consecutive four-year period exceeds the previous four-year period
4	Vacancies are low and storefronts are well occupied	Maximum 5% vacancy rate on ground level commercial spaces
5	Quality uses on key storefronts	Minimum 75% of ground floor uses on key commercial streets are targeted uses
6	Active streets	Minimum hourly pedestrian counts on commercial corridor (e.g. selected Fridays during the month of September for 8-9AM; Noon-1PM; 5-6PM and 8-9PM)
7	Quality building conditions	Minimum 80% of buildings rated 3 (Good - City rating) Maximum 2% of buildings rated 1 (Poor - City rating)
8	Affordability	The City of London will consult with Housing Development Corporation, (HDC) London for the purpose of identifying success measures of affordability.

## Baseline Conditions

For the indicators identified above, Planning Services staff have identified baseline conditions at the outset of the CIP implementation, so that variables may be compared from year-to-year, beginning with implementation of the CIP. The following provides a list of the baseline conditions for the Hamilton Road Corridor Sub Project-Area that were established during the preparation of this CIP and from which future information can be compared.

Photo inventory of the condition of existing streetscape.

The estimated vacancy rate at street level (includes vacant land, commercial, and residential properties) was 9.7%.

The estimated vacancy rate (residential, retail, office) at upper levels was not measured.

Within the Hamilton Road Corridor, 3.9% of the buildings were given a rating of #1 (poor condition).

Within the Hamilton Road Corridor, 35.8% of the buildings were given a rating of #2 (fair condition).

Within the Hamilton Road Corridor, 60.3% of the buildings were given a rating of #3 (good condition).

The number of new businesses that opened was not measured.

The average property value within the Hamilton Road Area was \$151,263, compared to the city-wide average of \$256,613.

159 properties were listed on the Heritage Inventory.

Five properties were individually designated as heritage resources.

An estimated 176 public parking spaces were located on Hamilton Road, but there were numerous restrictions on when and for how long parking is permitted.

There was no incentive activity as no incentives were available.

In 2016, 52 building permits were pulled. Nine of these permits related to the creation of new residential living space or commercial space. One demolition permit for a single family home was pulled.

Two single detached dwellings were built in 2016.

There was no new commercial development in 2016.

The City of London will consult with Housing Development Corporation, (HDC) London for the purpose of identifying baseline conditions of affordability.

# Financial Incentive Monitoring Database and Program

This section provides a list of variables that should be monitored on individual projects which avail of the incentive programs contained within this CIP. Further to these quantitative, economic based measures, the monitoring should include qualitative measures that characterize social and community benefits. This could include the impact of public realm improvement projects on existing businesses and community pride. Regular qualitative observations should be undertaken and documented by City Staff of the individual and cumulative impact of both public and private CIP projects on the Project Area. This could include collaboration with and/or comments received from business owners, property owners, and residents. These qualitative measures should be regularly monitored and reported to Municipal Council along with the quantitative measures below.

As part of the Monitoring Program, Planning Services has developed a database upon which to monitor the number, types, and success of financial incentive programs. Information obtained through the Monitoring Database can be used to allow for periodic adjustments to the incentive programs to make them more relevant and used to provide regular reports to Municipal Council on the amount of private sector investment being

leveraged by the municipal incentive programs and the economic benefits associated with these private sector projects.

## Façade Improvement Loan Program

- Number of Applications (approved and denied);
- Approved value of the loan and the total construction cost (i.e. total public investment versus private investment);
- Pre-Assessment Property Value;
- Total Value of Building Permit (if required);
- Location of façade being improved (Front or Non-Street Front);
- Post-Assessment Property Value;
- Type of Use (Targeted or Non-Targeted);
- Increase in assessed property value of participating property;
- Increase in property taxes of participating property;
- Total Loan Amount;
- Number of loan defaults; and,
- Cost/Value of loan defaults.



### **Upgrade to Building Code Loan Program**

- Number of Applications (approved and denied);
- Approved value of the loan and the total construction cost (i.e. total public investment versus private investment);
- Pre-Assessment Property Value;
- Total Value of Building Permit;
- Post-Assessment Property Value;
- Type of Use (Targeted or Non-Targeted);
- Increase in assessed property value of participating property;
- Total Loan Amount;
- Number of loan defaults; and,
- Cost/Value of loan defaults.

### **Tax Increment Grant**

- Number of Applications (approved and denied);
- Pre-Assessment Value;
- Total Value of Building Permit;
- Level of Grant (Type 1, Type 2 or Type 3);
- Post-Assessment Property Value;
- Type of Use (Targeted or Non-Targeted);
- Number of residential units created;
- Increase in assessed property value of participating property;
- Total Grant Amount;
- Number of grant defaults; and,
- Cost/Value of grant defaults.

### **Tree Planting (for Hamilton Road)**

- To be developed if/when program is approved.

## Data Collection

As incentive applications are received and processed, Planning Services staff will enter information from applications into the Monitoring Database.

## Four-Year CIP Evaluation

Based on the information obtained by Planning Services staff, a summary report will be prepared to evaluate the CIP and its individual programs, based on the changes to the baseline conditions established above, and based generally on the uptake of the programs and any new challenges that have emerged. The report will cover a four-year period. Based on experience administering other CIPs in London, this time span is long enough to:

- Accumulate sufficient information on the uptake and monitoring of CIP incentive programs;
- Start, execute, and assess impacts of most individual capital projects and community actions;
- Incorporate into staff work programs; and
- Complement the four-year municipal budgeting cycle.

The report will recommend any amendments that might be needed to the CIP, and adjustments to incentive programs and/or eligibility criteria. It will also provide recommendations about the budget of the financial incentive programs based on the performance of the programs.

## Evaluation Outcomes

At least three types of outcomes can be expected based on the four-year summary report, including:

### Amendments to the Plan

Changes to the any content of this CIP, including the Vision and Objectives, boundaries of the Project Area or Sub-Project Areas, additions, deletions, or clarifications to the Actions Tables or to the financial incentive programs. Amendments must follow the process described in the *Planning Act*. Consequential amendments may also be required to the City's Official Plan and/or Zoning By-law.

### Adjustments to the Financial Incentive Programs

Changes to the terms, conditions and processes described in the financial incentive programs may be done without amending this CIP.

### Adjustments to Funding

Municipal Council has the authority to approve funding for financial incentive programs specified in London's CIPs, and may approve budgets necessary to carry out other CIP actions. Budgets supporting the implementation of the Hamilton Road Area CIP will be based on a comprehensive review undertaken by City staff with the assistance of the Monitoring and Evaluation Strategy described in this section. Funding will be timed to occur as part of multi-year budget requests, or any requested amendments made in consultation with the City Treasurer to approved four-year budgets.



Hamilton Road Area CIP - March 2018

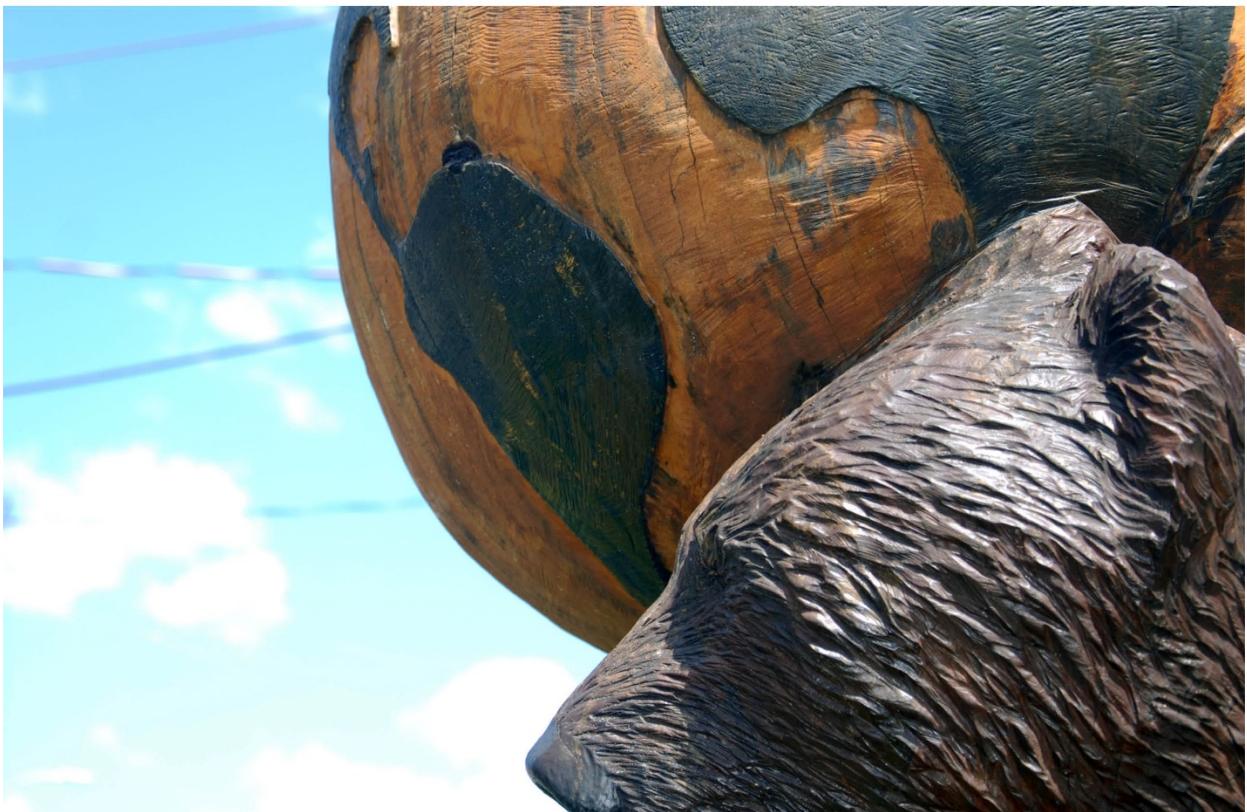
Council adopted March 27, 2018



# City of London

**Hamilton Road Area Community Improvement Plan**

# **Background Information**



## Background Information

Background documentation from the preparation of the Hamilton Road Area Community Improvement Plan, supporting but not forming a part of the Plan.

### **65 Appendices**

- 66 Appendix A: Legislative Framework
- 68 Appendix B: Policy Review
- 77 Appendix C: Consultation
- 81 Appendix D: Study Area
- 84 Appendix E: Analysis

# Appendices

## Appendix A: Legislative Framework

This section provides an overview of the legislative authority for preparing and adopting the Hamilton Road Area Community Improvement Plan.

### Municipal Act, 2001

The Municipal Act, 2001 prohibits municipalities from providing assistance directly or indirectly to any manufacturing business or other industrial or commercial enterprise through the granting of bonuses (Section 106 (1)).

Section 106 (2) states that the municipality shall not grant assistance by:

- Giving or lending any property of the municipality, including money;
- Guaranteeing borrowing;
- Leasing or selling any municipal property at below fair market value; or
- Giving a total or partial exemption from any levy, charge or fee.

However, Section 106 (3) of the Municipal Act, 2001 provides an exception to the granting of bonuses. Municipalities can exercise powers under subsection 28(6), (7) or (7.2) of the *Planning Act* or under Section 365.1 of the Municipal Act, 2001. Section 28 of the *Planning Act* allows municipalities to prepare and adopt Community Improvement Plans if they have the appropriate provisions in their Official Plans.

### Planning Act

The *Planning Act* sets out the ground rules for land use planning in Ontario and describes how land uses may be controlled, and who may control them. The *Planning Act* provides for the establishment of community improvement project areas where the municipality's Official Plan contains provisions relating to community improvement and the community improvement project area is designated by a by-law pursuant to Section 28 of the *Planning Act*.

Community improvement in Section 28 of the *Planning Act* is defined to mean: "the planning or replanning, design or redesign, resubdivision, clearance, development or redevelopment, construction, reconstruction and rehabilitation, improvement of energy efficiency, or any of them, of a community improvement project area, and the provision of such residential, commercial, industrial, public, recreational, institutional, religious, charitable or other uses, buildings, structures, works, improvements or facilities, or spaces therefor, as may be appropriate or necessary."

Further, Section 28 of the *Planning Act* defines a community improvement project area to mean: "a municipality or an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason."

Once a CIP has come into effect, the municipality may:

- Acquire, hold, clear, grade or otherwise prepare land for community improvement (Section 28(3) of the *Planning Act*);
- Construct, repair, rehabilitate or improve buildings on land acquired or held by it in conformity with the community improvement plan (Section 28 (6));
- Sell, lease, or otherwise dispose of any land and buildings acquired or held by it in the community improvement project area to any person or governmental authority for use in conformity with the community improvement plan (Section 28 (6)); and
- Make grants or loans, in conformity with the community improvement plan, to registered owners, assessed owners and tenants of land and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan (Section 28 (7)).

Section 28(7.1) of the *Planning Act* provides for grants and loans for eligible costs established in an approved CIP. This may include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of lands and buildings for rehabilitation purposes, or for the provision of energy efficient uses, buildings, structures, works, improvements or facilities.

Section 28(7.3) of the *Planning Act* restricts the maximum amounts for grants and loans made under the *Planning Act* from exceeding the eligible costs defined in the CIP. Further, the total of all grants, loans, and property tax assistance provided through financial incentive programs available in a CIP cannot exceed the cost of rehabilitating the lands and buildings.

## Appendix B: Policy Review

This section references the key Provincial and City policies that are relevant to the CIP.

### Provincial Policy Statement, 2014

The Provincial Policy Statement (PPS) was issued under Section 3 of the *Planning Act* and came into effect April 30, 2014. It replaces the PPS issued March 1, 2005. The PPS provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario's policy-led planning system, the PPS sets the policy foundation for regulating the development and use of land.

Section 3 of the *Planning Act* requires that decisions affecting planning matters "shall be consistent with" the PPS. All municipal plans, including: Official Plans, Secondary Plans, and CIPs must be consistent with all applicable provincial policies.

The vision for land use planning in Ontario in the PPS states that "the long-term prosperity and social well-being of Ontarians depends on planning for strong sustainable communities for people of all ages, a clean and healthy environment, and a strong competitive economy". Further, the PPS promotes that "efficient development patterns optimize the use of land, resources and public investment in infrastructure and public service facilities. These land use patterns promote a mix of housing, including affordable housing, employment, recreation, parks and open spaces, and transportation choices that increase the use of active transportation and transit before other modes of travel." To this end, the PPS:

- Promotes efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term (Section 1.1.1);
- Accommodates an appropriate range and mix of residential, employment, institutional, recreation, park and open space, and other uses to meet long-term needs (Section 1.1.1);
- Promotes cost-effective development patterns and standards to minimize land consumption and servicing costs (Section 1.1.1);
- Strives to avoid development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas (Section 1.1.1);
- Directs planning authorities to identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs (Section 1.1.3.3);
- Directs major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term viability of major facilities (Section 1.2.6.1);
- Directs planning authorities to promote economic development and competitiveness by:
  - a) Providing for an appropriate mix and range of employment and institutional uses to meet long-term needs;

- b) Providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
  - c) Encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities; and
  - d) Ensuring the necessary infrastructure is provided to support current and projected needs. (Section 1.3.1).
- Directs planning authorities to provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents (Section 1.4.3);
  - Promotes healthy, active communities including planning public streets, spaces and facilities to be safe, meet the needs of pedestrians, foster social interaction, and facilitate active transportation and community connectivity (Section 1.5.1);
  - Promotes long-term economic prosperity through maintaining and enhancing the vitality and viability of downtowns and mainstreets (Section 1.7.1c);
  - Encourages a sense of place by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes (Section 1.7.1d);
  - Conserves significant built heritage resources and cultural heritage landscapes (Section 2.6.1).

### **City of London Official Plan, 1989**

An Official Plan (OP) provides the general land use framework and policies for a municipality by identifying generally how, where and when a municipality will develop over time. The City of London's current OP was adopted by City Council in 1989. The OP contains Municipal Council's objectives and policies to guide the short-term and long-term physical development of all lands within the boundary of the municipality. It provides direction for the allocation of land use, provision of municipal services and facilities, and preparation of regulatory by-laws to control the development and use of land. These types of policies are considered necessary to promote orderly urban growth and compatibility among land uses. While the objectives and policies in the OP primarily relate to the physical development of the municipality, they also have regard for relevant social, economic, and environmental matters.

#### **Official Plan: Land Use**

The OP also includes the land use designations that guide the short-term and long-term physical development of land. The OP designation along Hamilton Road from Bathurst Street to approximately Hume Street is Main Street Commercial Corridor (MSCC) (see Figure B-1 and B-2 on the following page). MSCCs take the form of either long-established, pedestrian-oriented business districts or newer mixed-use areas. They have a street-oriented form with buildings close to the street. The street frontages of individual uses are generally of a scale that provides for easier pedestrian movement. They include a broad range of uses that cater to the adjacent residential neighbourhoods within easy walking distance. Official Plan Policy 4.4.1.13.5 provides further guidance to the development of Hamilton Road including:

The commercial area along Hamilton Road and Horton Street contains a mix of pedestrian-oriented and auto-oriented commercial uses, as well as pockets of predominantly low density residential development. In order to

minimize the potential for land use conflicts, and to encourage development which will complement the pattern of existing development, the range of permitted uses will be restricted in the following areas:

Lands fronting onto Hamilton Road, between Adelaide Street and Redan Street; Trafalgar Street and Elm Street; and Delaware Street and Giles Street; shall be encouraged to develop for a limited range of permitted uses including small-scale retail stores, food stores, financial institutions, small-scale restaurants, clinics, convenience stores, community facilities such as day care centres and churches, funeral homes, offices, personal service establishments, studios, single-detached dwellings, semi-detached dwellings, duplex dwellings, triplex dwellings, converted dwellings, townhouses and apartment buildings.

Over time, it is desirable to encourage infilling and redevelopment of existing vehicle-oriented uses to strengthen existing pedestrian-oriented use nodes which serve the abutting residential neighbourhoods. Particular attention will be paid to the interface between new development and the abutting residential community. Regulations in the Zoning By-law, site plan standards and urban design guidelines will be used to implement the policies. The OP does, however, recognize existing vehicle-oriented uses and can allow for their replacement by other similar uses.

Between East Street and Sanders Street on the south side of Hamilton Road, as well as a section of Trafalgar Street west of Highbury Avenue is designated Neighbourhood Commercial Node (NCN). NCNs are intended to provide for the daily or weekly convenience shopping and service needs of nearby residents and, to a lesser extent, passing motorists. They should contain uses that are convenience-oriented and unlikely to draw customers from beyond the local area.

Outside the Hamilton Road corridor, the Hamilton Road Area is primarily designated Low Density Residential, with some General and Light Industrial land use designations adjacent to the railway tracks and along Adelaide Street north of the Thames River. Adjacent to the Thames River, the lands are designated Open Space. Finally, a small Community Facilities land use designation is present on Trafalgar Street between Adelaide Street North and Egerton Street.

Figure B-1: Except from Schedule A to the City of London Official Plan – Land Use Map No. 5

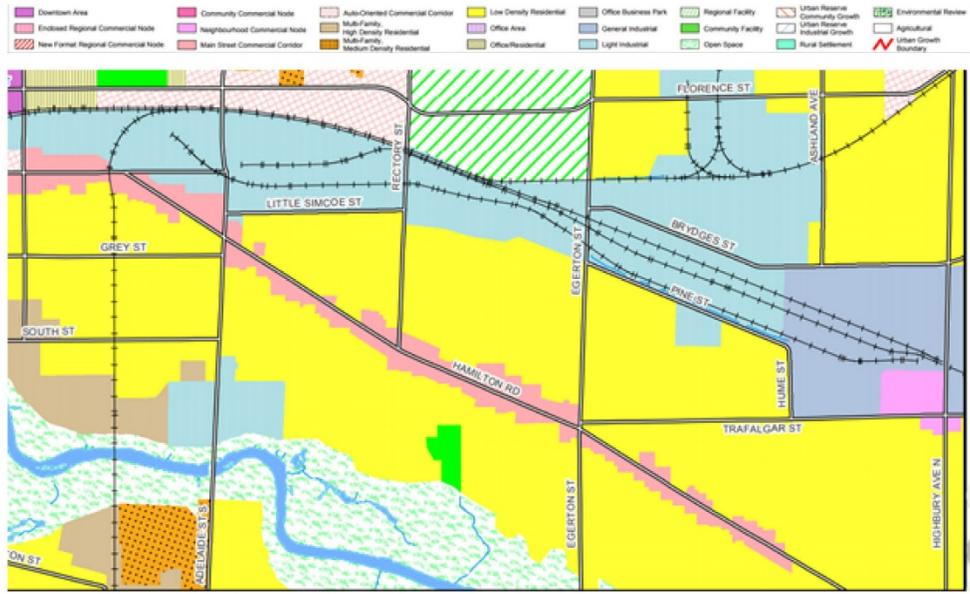
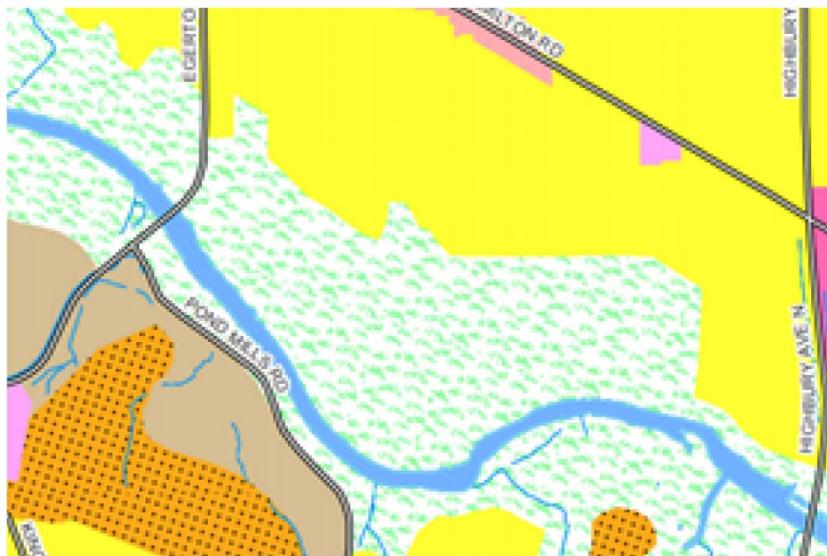


Figure B-2: Except from Schedule A to the City of London Official Plan – Land Use Map No. 8



### **Official Plan: Heritage & Urban Design Policies**

Section 2.14 of the Official Plan provides specific goals and strategies to promote the conservation of the City's historical resources and to enhance the contribution of these resources to the form and character of the City. The OP also provides strategies in the pursuit of the City's Urban Design Goals, which include:

- Achieve a high standard of design in municipal projects that is consistent with the Urban Design strategies and principles of this Plan;
- Prepare urban design guidelines that are appropriate for the City of London. Where appropriate, these guidelines may be specific to the various communities that comprise the municipality; and
- Encourage community design that is conducive to the provision and use of transit services.

### **Official Plan: Community Improvement Plan Policies**

The Official Plan includes policies to guide the development of CIPs for lands within the City as deemed eligible by Chapter 14. Consistent with these policies, the City may use CIPs as a planning mechanism that creates access to a variety of provincial cost-sharing programs in order to address deficiencies within designated areas in a coordinated and comprehensive fashion. CIPs can also encourage private investment activity in these areas. Several community improvement objectives in the Official Plan relate to the Hamilton Road area including:

- Promote the long term stability and viability of designated "Community Improvement Project Areas";
- Stimulate private property maintenance and reinvestment activity;
- Enhance the visual quality of designated "Community Improvement Project Areas" through the recognition and protection of heritage buildings;
- Upgrade physical services and social and recreational facilities in designated "Community Improvement Project Areas";
- Support the implementation of measures that will assist in achieving sustainable development and sustainable living;
- Support the retention of heritage properties or areas.

Areas within the City which are eligible for designation as residential, commercial, or industrial CIPAs are shown on Official Plan Figure 14-1 – Areas Eligible for Community Improvement.

Figure B-3: Excerpt from Figure 14-1



As shown on Figure B-3 above, Hamilton Road from Adelaide Street to Highbury Avenue is identified as an eligible commercial area. The south side of Hamilton Road west of Adelaide Street is identified as high priority residential and the north side as industrial. The surrounding Hamilton Road area is also identified as an eligible high priority residential area and certain portions as an eligible industrial area.

## **The London Plan, 2016**

Approved by Municipal Council in June 2016 and by the Province in December 2016, The London Plan sets new goals and priorities to shape the growth, preservation, and evolution of London over the next 20 years. As of February 2018, The London Plan is under appeal to the Ontario Municipal Board and has not come into full force and effect; however it does set new goals and priorities to shape the growth, preservation, and evolution of London over the next 20 years.

### **The London Plan: Land Use & Urban Design Policies**

In The London Plan, all lands within the City are assigned a place type that establishes policies that regulate the permitted development.

The properties fronting Hamilton Road between Rectory Street and Egerton Street are assigned the Main Street place type. Main Streets are some of London's most cherished historical business areas and the focal point of the neighbourhood. Urban regeneration efforts will be directed to historic Main Streets as appropriate to sustain and enhance them.

Outside of the Main Street place type segment, Hamilton Road is assigned an Urban Corridor place type. The Urban Corridor place type will encourage intensification over the life of The London Plan, so that they can mature to support higher-order transit at some point in the future beyond 2035. These corridors will generally support mid-rise residential and mixed-use development.

The Hamilton Road Area is primarily comprised of the Neighbourhood place type with the Light Industrial place type near the railway tracks and Adelaide Street near the Thames River. The Neighbourhood place type will be vibrant, exciting places to live, that help us to connect with one another and give us a sense of community well-being and quality of life. Along the Thames River is assigned the Green Space place type. The vision for the Green Space place type is to create new green linkages throughout the city and increase our tree cover. A small Shopping Area place type is present near Highbury Avenue and Trafalgar Street.

### **The London Plan: Community Improvement Plan Policies**

Community improvement plans are intended to provide City Council with the necessary tools to stimulate reinvestment and redevelopment, inspire appropriate infill and intensification, coordinate planning efforts, improve the physical infrastructure, support community economic development, preserve neighbourhood and cultural heritage value, and lead to the establishment of an improved neighbourhood. The tools to implement community improvement plans may include incentives and targeted private and/or public investment to achieve the vision, key directions and policies in The London Plan. Council may also acquire, clear and dispose of land to support community improvement and economic development, or use any other methods to support community improvement or environmental, social or community economic development that is permitted by the legislation. Policy 1727 outlines the objectives community improvement is intended to meet. Several of these objectives relate to the Hamilton Road Area including:

- Maintain and improve the public realm, including such things as streets, sidewalks, street lights, street trees, pathways, parks, open spaces, and public buildings;
- Maintain and improve municipal services including such things as the water distribution system, the sanitary and storm sewer systems, mobility network, transit services, and neighbourhood services;

- Stimulate private sector property maintenance, repair, rehabilitation, redevelopment and other forms of private sector investment and reinvestment activity;
- Maintain and improve the physical and aesthetic amenities of streetscapes in both the public and private realms;
- Encourage the conservation, restoration, adaptive re-use and improvement of cultural heritage resources;
- Foster the revitalization and continued improvement of the Downtown and other existing commercial districts including but not limited to the Old East Village, the SoHo Area, and other established business districts;
- Upgrade social and recreational facilities and support the creation of affordable housing;
- Facilitate and promote community economic development;
- Promote and improve long-term community stability, safety and quality.

Policy 1728 outlines the criteria used to identify an area for community improvement. Several of these criteria apply to the Hamilton Road Area including:

- Deficiencies in physical infrastructure including but not limited to the sanitary sewer system, storm sewer system, and/or watermain system, streets, sidewalks, curbs, streetscapes and/or street lighting, and municipal parking facilities;
- Commercial, residential, industrial and mixed-use areas with poor physical condition and/or poor visual quality of the built environment, including but not limited to building façades, building condition, streetscapes, public amenity areas and urban design;
- Vacant lots and/or underutilized properties and buildings which have potential for infill, redevelopment, expansion or development to better utilize the land base;
- A demonstrated interest in community improvement by the private firms within an area;
- Presence of potential or recognised cultural heritage resources;
- Traffic and/or parking problems or deficiencies;
- Other significant barriers to the repair, rehabilitation, redevelopment or development of underutilized land and/or buildings;
- Other significant environmental, social or community economic development reasons for community improvement.

### **City of London Zoning By-law**

Hamilton Road has a mix of zoning designations that reflects its range of existing and permitted uses including:

- Light Industrial;
- Arterial Commercial;
- Medium density Residential;
- Neighbourhood Facility;
- Convenience Commercial;

- Community Facility;
- Highway Service Commercial;
- Automobile Service Station.

Beyond Hamilton Road, the Hamilton Road Area is primarily zoned for low density residential with Open Space zoning along the Thames River and Light Industrial along the railway tracks.

### **Existing Community Improvement Plans**

The City of London has numerous CIPs which are intended to stimulate targeted reinvestment, reveal and inspire select infill and intensification opportunities, coordinate planning efforts, preserve neighbourhood and heritage character, enhance industrial and other business opportunities, and aid in the cleanup of contaminated sites. Presently the City of London has seven CIPs that have been adopted by Municipal Council, some of which are geographically based such as those for the Airport, Downtown, SoHo, and Old East Village areas, and some are based on site and/or building criteria, including: Brownfield, Heritage, and Industrial.

#### **Brownfield Community Improvement Plan**

The Brownfield CIP was adopted in November 2006. The Brownfield CIP contains a package of financial incentive programs and a municipal leadership strategy to promote the redevelopment of brownfield sites in the City. The Brownfield CIP Financial Incentive Programs are:

- Contamination Assessment Study Grant;
- Property Tax Assistance Program;
- Development Charge Rebate Grant;
- Tax Increment Equivalent Grant.

#### **Heritage Community Improvement Plan**

The Heritage CIP was adopted in March 2007. The Heritage CIP contains a package of financial incentive programs and a municipal leadership strategy to maintain the unique identity of London by preserving the inventory of distinctive heritage buildings, establishing a sense of place by preserving local heritage structures, and ensuring that the City's history is retained for future generations to enjoy. The Heritage CIP Financial Incentive Programs are the:

- Development Charge Equivalent Grant;
- Tax Increment Grant.

### **Other Considerations**

During the preparation of the Hamilton Road Area CIP, other significant complementary efforts were underway. The City of London continued the process of developing the Hamilton Road 'Main Street' Conceptual Design Capital Project.

The Hamilton Road Business Association began the process to become a Business Improvement Association (BIA).

## Appendix C: Consultation

### Project Team

A Project Team was formed to help guide preparation of the CIP. The Project Team consisted of representatives from the Hamilton Road Business Association, Community Association, Crouch Neighbourhood Resource Centre, and City staff from Planning Services, Transportation Planning and Design, and Neighbourhood, Children and Fire Services. City staff engaged the Project Team by means of email as well as in person during the preparation of the CIP. These conversations allowed staff to:

- Provide progress updates on the project;
- Discuss and provide input on the most significant community improvement needs, SWOT Analysis, and the visioning and objectives exercise;
- Discuss and provide input on the proposed financial incentive programs;
- Help coordinate community meetings and assist with other steps required to complete the Community Improvement Plan;
- Obtain comments and input from the Project Team on the Draft CIP prior to finalization.

### Community Information Meetings and Workshops

#### Community Meeting and Workshop No. 1

The first Community Meeting and Workshop was held on June 7, 2016 to:

- Kick-off the Hamilton Road Area Community Improvement Plan project;
- Provide basic information to the public on the purpose and rationale for preparing this CIP;
- Work with the community to identify strengths, community needs, improvements, and their vision for the Hamilton Road Area;
- Get input on the Hamilton Road Area CIP Study Area and the Terms of Reference for the CIP Project.

Not including City staff there were a total of 70 people who attended the meeting and participated in the workshop activities. Based on visual observations it was noted that the participants appeared to be equally split between Baby Boomers and younger adults. A few school aged children were also in attendance.

Attendees included Michael van Holst, Ward 1 Councillor, Hamilton Road Area business and property owners, Hamilton Road Area residents and Hamilton Road Area Community Association members, community group, as well as other not-for profit members.

Most of those in attendance stayed for the Workshop session where the participants arranged themselves around 10 tables with worksheets. There was a City staff member at each table to facilitate conversations as the participants answered the following questions:

1. Where do you think the Community Improvement Project Area for Hamilton Road should be?

2. What is great or is a strength in the Hamilton Road area?
3. What needs improvement or is a weakness in the Hamilton Road area?
4. In one word, describe your Hamilton Road Area?

Participants were asked to provide their email addresses so that staff could create an email list in order for the City to provide updates to the community throughout the development of the CIP.

A meeting summary, which includes: a project summary, participant information, as well as details on the information presented and input obtained from the meeting was prepared. The Community Meeting No. 1 Summary was used in the preparation of the Terms of Reference and Study Area for the Hamilton Road Area CIP.

### **City of London’s Planning and Environmental Committee Meeting**

On August 22, 2016 City Planning Staff presented a report to the Planning and Environment Committee (PEC) which recommended a Terms of Reference and Study Area for the Hamilton Road Area CIP. Staff’s report included a copy of the Community Meeting No. 1 Summary.

The majority of PEC supported the August 22, 2016 report and passed motions directing that Hamilton Road Area Community Improvement Plan Terms of Reference and the Study Area be approved.

### **City of London’s Council Meeting**

At their regular City Council meeting of August 30, 2016 City Council approved the Hamilton Road Area Community Improvement Plan Terms of Reference and Study Area for the Hamilton Road Area CIP.

### **Meeting with local Business Owners**

On September 20, 2016, Ward 1 Councillor Michael van Holst hosted a meeting with approximately 20 business owners in the Hamilton Road Area. City Staff presented on financial incentives available in other CIPs in London, as well as on options for parking for local businesses. The London Police Service (LPS) provided an overview of the crime experienced in the Hamilton Road Area and how the LPS tries to mitigate crime.

### **St. Julien Park Community Festival**

City staff attended the St. Julien Park Community Festival held at St. Julien Park on Saturday September 24, 2016 from 10:00 am to 4:30 pm for a casual outreach session to speak with people about the Hamilton Road Area CIP process. Informational materials included: the August 22, 2016 staff report, Terms of Reference and approved Hamilton Road Area CIP Study Area, and the Meeting No. 1 Summary. Comments cards and business cards for the lead Hamilton Road Area CIP Planner were distributed. Common concerns community members had were reducing speeding on side streets, traffic calming measures, façade improvements for Hamilton Road, and crime prevention.

### **Community Meeting and Workshop No. 2**

A second Community Meeting and Workshop was held on October 26, 2016 to:

1. Define Objectives for the Hamilton Road Area Community Improvement Plan;

2. Establish a Vision for the Hamilton Road Area Community Improvement Plan;
3. Confirm what has been identified by the Community as needing improvement; and
4. Prioritize the identified improvements.

Not including City staff there were approximately 70 people who attended the meeting. Based on visual observations it was noted that a vast majority of participants appeared to be Baby Boomers 55+. A few younger adults were also in attendance.

Based on verbal questions posed and a show of hands response, approximately half the participants identified themselves as not having attended the first community meeting in June 2016.

In the Workshop session the participants arranged themselves around 11 tables with worksheets. There was a City staff member at or nearby each table to facilitate conversation. Participants answered the following questions:

1. Do you agree with the proposed vision statement for the Hamilton Road Area CIP?
2. Are the proposed objectives correct?
3. Do you agree with the objectives?
4. What are some examples of how we can do it (improve the area)?
5. What are your top three priorities for improvement?

A meeting summary, which includes: a project summary, participant information, as well as details on the information presented and input obtained from the meeting was prepared. The Community Meeting No. 2 Summary was used to revise the Hamilton Road Area CIP Vision, Objectives and their prioritization.

### **Community Meeting and Workshop No. 3**

A third Community Meeting and Workshop was held on March 30, 2017 to:

1. Provide an update on the Hamilton Road Area CIP project;
2. Facilitate a rapid-fire visual survey which allowed participants to review each proposed CIP action and vote in real time on whether they agree with the action (yes/no) and what priority (1st, 2nd, or 3rd) they give it. The exercise provided a format in which everyone could participate and share thoughts.
3. Identify community champions (leads and partners) for the CIP actions.

Not including City Staff, there were approximately 60 people who attended the meeting. Based on visual observations it was noted that a vast majority of participants appeared to be Baby Boomers 55+.

A meeting summary was prepared. The Community Meeting No. 3 Summary was used to refine the CIP actions based on community feedback.

### **Project Website**

Planning staff established a Hamilton Road Area CIP page on the City's website to provide updates on the progress of the project. This webpage includes information on the CIP such as, community meeting notices, presentations and summaries as well as staff reports and Council resolutions: <http://www.london.ca/business/Planning-Development/secondary-plans/Pages/Hamilton-CIP.aspx>

### **Project Contact List**

Planning staff established an email list with the contact information provided by participants on sign-in sheets at Community Meetings, completed comment cards, and those who wrote directly to staff via email or letter.

Emails were sent out to provide update on the progress of the project. Emails included information about: upcoming Community Meetings, Meeting Summaries, and City Council Approvals (such as the Terms of Reference and Study Area). Emails also provided links to the City's Hamilton Road Area CIP webpage. As the project progressed more contact information was provided and the email list increased.

## Appendix D: Study Area

At the beginning of the CIP process, a Study Area was established to focus the CIP on a designated area and to help avoid scope creep as the project progresses.

The initial study area for the Hamilton Road CIP brought to the first community meeting in June 2016 was defined as the lands generally bounded by the CN Railway tracks to the north, Highbury Avenue to the east, the Thames River to the south, and Adelaide Street to the west.

**Figure B-4: Initial Hamilton Road Community Improvement Plan Study Area**



This initial study area was chosen for the following reasons:

- The CN Railway tracks and the Thames River were viewed as existing boundaries that separate the Hamilton Road area from the East London Planning District to the north and the Glen Cairn Planning District to the south;
- Adelaide Street was chosen as the west boundary because the existing SoHo Community Improvement Project Area for the SoHo CIP includes the lands west of Adelaide Street and Adelaide Street is the western boundary of the Hamilton Road Planning District;

- Highbury Avenue was chosen as the east boundary because under the existing policies in Chapter 14 of the Official Plan, the lands east of Highbury Avenue and south of Trafalgar Street and the railway tracks are not considered a commercial, residential, or industrial priority for Community Improvement.

At the first community meeting, it became apparent that the property owners with frontage on Hamilton Road west of Adelaide Street in the existing SoHo Community Improvement Project Area better identified with the Hamilton Road area. These businesses and property owners have a long history of being included in the Hamilton Road Area Business Association and as a result, felt that inclusion in the Hamilton Road Study Area was more appropriate. Further, the commercial Community Improvement Project Area for the SoHo CIP is defined in the Official Plan as applying to “lands that are designated Main Street Commercial Corridor and located on Wellington Street between the Thames River (South Branch) and the Canadian National Railway and lands that are designated Main Street Commercial Corridor or Auto-Oriented Commercial Corridor and located on Horton Street between the Clarence Street intersection and the Waterloo Street intersection.” As a result of this defined Community Improvement Project Area for commercial lands in the SoHo CIP, the property owners along Hamilton Road in the SoHo CIP are excluded from commercial community improvement initiatives such as the Upgrade to Building Code and Façade Improvement Loans.

The revised Study Area approved by Municipal Council in August 2016 is shown in Figure B-5 and is generally bounded by the CN railway tracks to the north, Highbury Avenue to the east, the Thames River to the south, and Adelaide Street to the west, but also includes all properties with frontage on Hamilton Road west of Adelaide Street.

**Figure B-5: Municipal Council Approved Hamilton Road Area CIP Study Area**



### **Community Improvement Project Area**

The recommended Community Improvement Project Area is the area that has been determined to be in need of community improvement and represents the area where public realm improvement efforts will be focused and where financial incentive programs may be offered. The recommended Project Area is nearly identical to the Study Area. The Community Improvement Project Area is lawfully established by a by-law passed by Municipal Council.

# Appendix E: Analysis

## General Approach

A number of tasks were completed in order to provide a comprehensive foundation for the preparation of this CIP, including:

- A review of relevant legislation, provincial, and City planning policy;
- A review of the Zoning and Official Plan designations in the Study Area;
- A community improvement needs analysis including an assessment of the physical and economic characteristics in the area based on walking tours, public input as well as the community meeting and workshops held June 7 and October 26, 2016;
- A review of best practices used in other Ontario CIPs;
- Revising the draft CIP actions from the comments received from the third community meeting and workshop held on March 30, 2017;
- Circulating the draft CIP for stakeholder and community input; and
- Preparation of the final CIP for Municipal Council approval.

## Getting Started

The analysis of community improvement needs started with City staff undertaking a review of the relevant planning and policy documents including the 1989 Official Plan, The London Plan, and the Zoning By-law. Aerial photographs of the Study Area were examined and driving and walking tours were conducted.

## Data Gathering

August 31 and September 2, 2016 walking tours of the Hamilton Road Area were undertaken. Staff used a “community improvement lens” when making observations and taking notes with respect to the key aspects of land use, building and property conditions, design and heritage elements, and business activity requiring community improvement in the Study Area.

## Confirming Data

On June 7, 2016 a Community Meeting was held to launch the Hamilton Road CIP process and share information about the CIP process. The workshop allowed participants to: identify great things within the community as well as those that need improvement and to help establish the CIP Study Area.

On September 20, 2016, Councillor van Holst hosted a meeting for business owners on Hamilton Road. Staff provided an overview of the financial incentives available under CIPs, as well as an overview on options for parking in the Hamilton Road Area and the Zoning By-law Amendment process. London Police Services were also on hand to provide an overview of the crime in the Hamilton Road Area and their efforts to mitigate crime.

On October 26, 2016 a second Community Meeting allowed city staff to present preliminary matters identified from community meeting no. 1 for improvement, determine the CIP objectives, and develop a vision for the Hamilton Road Area CIP. There was discussion on potential strategies and initiatives to be included in the Plan.

These meetings were largely important in the analysis. Information provided by participants at the meetings was added to the data gathered by City staff through the above described review and included as part of the analysis.

Planning Staff presented a report to the City's Planning and Environment Committee in August 2016 to seek approval of the Study Area and Terms of Reference for the Hamilton Road Area CIP.

In March 2017 a third Community Meeting was held to confirm the proposed CIP actions, prioritize the actions, and identify champions (leads and partners) for each action. The workshop included a rapid-fire visual survey which allowed participants to review each proposed CIP action and vote in real time on whether they agree with the action (yes/no) and what priority (1st, 2nd, 3rd) they give it.

### **Existing Condition and Characteristics of the Hamilton Road Area CIP Study Area**

The CIP Project Area has been divided into three sub areas which are based on the distinguishable characteristics of each area. These Sub-Areas include: the Hamilton Road Corridor, the Hamilton Road Area Neighbourhood, and the Hamilton Road Area Parks and are shown in Figure B-6.

**Figure B-6: Hamilton Road Area Sub-Project Areas**



While the CIP reflects the entire Project Area there are improvements that are unique to only specific geographical areas.

### **Land Use Conditions**

#### **HAMILTON ROAD CORRIDOR**

The Hamilton Road Corridor from Bathurst Street to Highbury Avenue offers a truly eclectic mix of uses ranging from standalone single family detached dwellings to industrial uses, often in close proximity or adjacent to each other. Other common land uses along the Corridor include automotive services, multi-residential dwellings, schools, stand-alone retail stores, retail stores with residential apartments on the upper floors, retail stores with offices on the upper floor, restaurants, convenience stores, community facilities, places of worship, and stand-alone office buildings. In many instances, former detached residential dwellings have been converted into retail stores and office uses. The mix of land uses is a strength in the neighbourhood.

Further, an opportunity exists to celebrate the community's Portuguese history by creating a unique district in the segment of the Corridor that is rich with Portuguese businesses.

#### **HAMILTON ROAD AREA NEIGHBOURHOOD**

The Hamilton Road Area neighbourhood is primarily residential homes including single-detached dwellings, semi-detached, duplex, and other residential mixes including low-rise apartment buildings. Near the railway

tracks, the neighbourhood is more industrial and commercial. Along Trafalgar Street, there is a segment of retail and commercial uses. There is not a large amount of growth or new residential development in the neighbourhood.

#### HAMILTON ROAD AREA PARKS

The Hamilton Road Area Parks comprise the parks along the river and along the railway tracks. The Hamilton Road Senior Centre and Community Centre is a public space along the Hamilton Road Corridor.

### **Building Conditions**

Most of the residential and commercial buildings within the Hamilton Road Area were built between 1880 and 1920 with many houses built in the 1940-1950s as you move further east in the Hamilton Road Area Neighbourhood. The condition of buildings varies widely with excellent well-maintained examples with many original architectural elements being preserved to buildings in need of serious repair and renovation. The majority of the buildings are occupied, but vacancies along Hamilton Road are an issue in certain segments.

#### HAMILTON ROAD CORRIDOR

An extensive building condition inventory was undertaken of the Hamilton Road Corridor from Bathurst Street to Highbury Avenue. Each building was assessed a rating of either 1 – Poor (in need of immediate repair and attention), 2 – Fair (requires minor repair/replacement), and 3 – Good (needs little to no repair). The 310 properties were ranked by Staff on a visual inspection from the public right-of-way. 21 properties without buildings were not ranked.

12 properties or 3.9% of the 310 properties along Hamilton Road were assessed a rating of 1. Though 3.9% may seem like a small percentage, these buildings were often grouped in similar locations causing a very undesirable and unwelcoming streetscape along that segment of Hamilton Road. This is a threat to the success of the corridor, as well as can lead to a decline in safety.

111 properties or 35.8% of the properties were assessed a rating of 2. These properties often needed to be refreshed with new signage, roof repairs, replacing windows, painting or other façade improvements.

The remaining 187 properties or 60.3% were assessed a rating of 3. These properties were often in good to excellent condition with only minor cosmetic updates required.

An opportunity exists along the Hamilton Road Corridor to encourage and incentivize property owners, in particular those with a 1 or 2 building condition rating to improve their buildings. Improving the building conditions along Hamilton Road could help support the commercial corridor by attracting new tenants and making the corridor a more desirable location to visit and shop. The reduction in vacancies may help to reduce crime.

#### HAMILTON ROAD AREA NEIGHBOURHOOD

Like the Corridor, The Hamilton Road Neighbourhood has buildings in various conditions. An extensive inventory for the Neighbourhood was not completed, but the neighbourhood was walked and driven by Staff, as well as viewed through Google StreetView on numerous occasions to get a sense of the building conditions. The Neighbourhood is primarily comprised of residential homes where in most instances, the owners have maintained the properties in good to excellent conditions. Unfortunately, like many neighbourhoods, there are

examples of vacant homes and homes and properties that are not well maintained and can or will become a nuisance for the neighbourhood.

#### HAMILTON ROAD AREA PARKS

Hamilton Road Public Spaces like the local parks generally do not have buildings other than City-owned facilities, such as public washrooms.

#### **Heritage**

The Hamilton Road Area contains a great deal of cultural, natural, and built heritage. This section considers the built heritage. Many of the buildings in the Hamilton Road Area were constructed between approximately 1880 and 1920, with a few notable examples from before 1880 and more recent contributions to the neighbourhood fabric. The Hamilton Road Area still contains many ties to its past through its built form, however little tangible recognition of the past appears to exist. There is little signage to promote the neighbourhood's history or acknowledgement of significant buildings that have been lost over time.

Currently there are five properties designated under Part IV of the Ontario Heritage Act and 159 properties listed on the City's Inventory of Heritage Resources. The five designated properties are:

- 77 Price Street (Figure B-7);
- 75 Dillabough Street;
- 88 Egerton Street;
- 78 Smith Street;
- 97 Smith Street.

Of the 159 listed properties, the inventory cites 11 as priority 1, 75 as priority 2 and 78 as priority 3.

Of the 159 listed properties, 23 are along the Hamilton Road corridor and the remaining 136 are within the Hamilton Road Area Neighbourhood (Figure B-8).

There is a threat that this excellent built heritage could be lost as buildings further age and are potentially renovated without consideration to the heritage features. However an opportunity exists, in particular along the Hamilton Road Corridor to provide incentive programs to upgrade buildings and façades while conserving heritage features. Further, an opportunity exists to better promote the neighbourhood's built heritage through signage or other educational opportunities.



**Figure B-7: 77 Price Street, designated under Part IV of the Ontario Heritage Act – Built circa 1875 - Italianate**



**Figure B-8: 380 Hamilton Road, Priority 1 Listed Property – Built 1886 – Ontario Cottage**

### Public Realm & Streetscape Conditions

The public realm consists of streets and public spaces. Generally speaking, the public realm in the Hamilton Road Area is not in great condition and was frequently identified by the community as needing improvement. Issues relating to safety and accessibility included: narrow sidewalks, poor lighting, and poor conditions. Other identified issues included: a lack of crossing points on Hamilton Road, and a lack of waste receptacles and street trees. A strength in the Hamilton Road Area is the Tree Trunk Tour that brings a sense of whimsy and reflection to the streetscape.

#### HAMILTON ROAD CORRIDOR

The Hamilton Road Corridor has been an urban mixed-use environment for the entirety of its history. Buildings along the corridor are generally street oriented with narrow sidewalks, raised shoulders and curbs separating them from the road. There are some properties with on-site parking lots that disrupt the street wall. The area is serviced by London Transit however the bus stops are in poor condition and lack amenities. Lighting in this area is designed and provided for motor vehicles and poorly reflects human scale. There are challenges for pedestrians to cross Hamilton Road.



**Figure B-9: Hamilton Road looking east from Rectory Street**

#### HAMILTON ROAD AREA NEIGHBOURHOOD

The Hamilton Road Area Neighbourhood is generally residential in nature, but there are industrial, commercial and retail uses along Trafalgar Street, Adelaide Street North, and adjacent to the railway tracks. Within the residential portion of the Neighbourhood, streets are often narrow with sidewalks along both sides of the road. There are street without sidewalks and/or curbs. An opportunity exists to install these pedestrian facilities. Most homes have driveways, and on-street parking is available in many locations but can be challenging due to the narrowness of the streets. Some homes were previously serviced by laneways and alleyways to provide access to rear-yard parking and garages. Residents have indicated that many of these laneways are no longer necessary and have become places of criminal activity. An opportunity exists to close these laneways to potentially reduce

that criminal activity. Bicycle facilities are either available or being contemplated on Trafalgar Street and Egerton Street in the City's Cycling Master Plan, as well as along the Thames Valley Parkway.

#### HAMILTON ROAD AREA PARKS

The Hamilton Road Area has numerous public parks including St. Julien, Vauxhall, Silverwoods, South Branch, and CNR. The parks offer a variety of amenities to the local community. The annual St. Julien Park Community Festival is always well attended. In general, the parks are well maintained. Crime including drug use and sharps (in particular at CNR Park) and a lack of lighting were identified as a threat to the community's use of the parks. St. Julien Park offers public washrooms and washrooms are also available at Silverwoods when the swimming pool or arena building is open. Opportunities may exist along Hamilton Road to create additional public spaces to create gathering places for the neighbourhood and enhance the MainStreet Conceptual Design capital project.

#### Traffic & Parking

Hamilton Road is a gateway into London and plays a vital role in accessing downtown from Highway 401 via Highbury Avenue. Hamilton Road and Trafalgar Street are also truck routes and experience the highest traffic volumes within the neighbourhood. The average daily traffic volume on Hamilton Road between Highbury Avenue and Horton Street ranges from 17,000 vehicles to 21,000 vehicles (depending on the segment). Trafalgar Street has average daily traffic volume of 16,000 vehicles. Egerton Street (10,000 to 11,000 vehicles per day) and Rectory Street (6,000 vehicles per day) also experience significant traffic volumes as the two north-south routes within the neighbourhood. As expected, Adelaide Street North and Highbury Avenue have the highest traffic volumes as the primary north-south routes that border the Project Area.

Parking availability for businesses along the Hamilton Road Corridor has been identified as significant weakness in the neighbourhood.

#### HAMILTON ROAD CORRIDOR

On-street parking spaces (some metered, some not) are available along the Hamilton Road Corridor from Bathurst Street to Highbury Avenue with restrictions prohibiting parking in some spaces during rush hour. Many properties along Hamilton Road also provide on-site parking. However due to the narrow widths of many lots, on-site parking is not available to some property owners and as a result they cannot provide adequate parking for their businesses and tenants. Minor Variance applications have been approved for certain commercial properties to reduce the requirement for on-site parking along Hamilton Road, often to zero parking spaces.

The lack of parking for businesses along the Hamilton Road Corridor, as well as the expense of a Minor Variance application to remove the requirement for on-site parking have been identified by the Hamilton Road Area Business Association as deterrents to new businesses moving into the neighbourhood. Some successful businesses have gone to the length of purchasing and demolishing adjacent buildings to provide on-site parking. This method of creating parking is generally no longer supported due to the detrimental effect on the streetscape and pedestrian experience.

Opportunities exist to explore improvements to the parking supply along the Hamilton Road Corridor including creating more on-street and off-street parking, or the removal of parking requirements from the Zoning By-law.

The truck traffic and traffic volume in general were also identified by the residents as an issue of concern.

#### HAMILTON ROAD AREA NEIGHBOURHOOD

Traffic in the Hamilton Road Area Neighbourhood has been identified as an issue in proximity to the Hamilton, Trafalgar, and Egerton intersection. Residents in that part of the neighbourhood spoke frequently about the speeding and cut-through traffic to avoid delays at this intersection. This type of driving behaviour can threaten the safety of the residents. Opportunities may exist to calm the traffic and improve the intersection to reduce this conflict.

Similar to Hamilton Road, truck traffic on Trafalgar Street is seen as a nuisance to the local residents. The ability to reroute this truck traffic without causing duress on other residents could be investigated.

Parking in the Hamilton Road Area Neighbourhood is available on the residential side streets and on-site driveways.

#### HAMILTON ROAD AREA PARKS

Parking and traffic were not identified as issues for the Hamilton Road Area Parks; however, the desire for additional parking was identified by the community for the Hamilton Road Seniors' Centre and Community Centre.

### Economic Conditions

The Hamilton Road Area is comprised of 19 Statistics Canada Dissemination Areas (a small area composed of one or more neighbouring dissemination blocks, with a population of 400 to 700 persons). Compared to the city-wide average income, the Hamilton Road Area has lower average incomes. For example, the lowest average income (per individual) Dissemination Area in the Hamilton Road Area was 44% lower than the city average based on 2011 Census data. The highest average income (per individual) was still 4% lower than the city average. The median income (per individual) was 10% to 41% lower than the city average depending on the Dissemination Area.

Hamilton Road Neighbourhood		City of London		
Lowest Average Income by D.A.	\$21,943	City-wide Average Income	\$39,229	44% Lower
Highest Average Income by D.A.	\$37,756			4% Lower
Lowest Median Income by D.A.	\$17,326	City-wide Median Income	\$29,478	41% Lower
Highest Median Income by D.A.	\$32,200			10% Higher

Similar to average income, the average value of dwellings in the Hamilton Road Area is 19 to 47% less than the city average. Home ownership was slightly more prevalent in the Hamilton Road Area, with 67% of the housing being owner occupied, compared to 63% across the city.

Many of the local businesses along Hamilton Road are small owner-operated restaurants, bars, offices, retail shops and services, automobile service stations, mixed with some chain stores such as Shoppers Drug Mart, the Beer Store, Home Hardware, and Tim Hortons. The community supports one grocery store in the Project Area (and one immediately adjacent to the Project Area) as well as butcher shops, bakeries, fish mongers, specialty food stores, pharmacies, and several convenience stores. The businesses appear to be mostly supported by local residents with a few notable exceptions that serve city-wide clientele.

The Hamilton Road Community Association noted that ready access to fresh food was an issue in the neighbourhood. At the second community meeting, participants were asked to identify where they purchase their fresh food including vegetables, meat, fruit, and fish. The resulting map (see Figure B-10) indicating that the Hamilton Road neighbourhood does have access to specialty food stores like butchers, bakeries, and fish mongers, but access to fresh fruits and vegetables was limited without visiting the grocery store or travelling outside the neighbourhood to the London Farmer's & Artisan's Market in the Old East Village or the Convent Garden Market in the Downtown.

An opportunity may exist to develop a small neighbourhood market focused on fresh produce or to attract a small-scale grocery store to the Hamilton Road Corridor.

**Figure B-10: Grocery Stores in the Hamilton Road Area**



## **Servicing**

### **WATER & SEWER**

Properties within the Hamilton Road Area are fully serviced. Some of the infrastructure is aging and will be replaced when required. The residents have expressed an interest in accelerated infrastructure improvements along Hamilton Road and in the neighbourhood.

### **LONDON TRANSIT COMMISSION**

Currently one bus route (#3) travels east and west along the Hamilton Road Corridor. The #3 runs at a frequency of every 15 minutes during peak times. Adelaide Street North and Highbury Avenue have routes on the boundaries of the Project Area that run north-south. The community noted that an additional north-south route within the Project Area was desirable. In discussion with the London Transit Commission, it was determined that the five year plan (until the end of 2019) has no plans for an additional north-south route in this area. The railways tracks and switching yards at Egerton Street and Rectory Street could cause extensive delays to buses on those roads.

The London Transit Committee is undergoing a review of current bus routes and services to identify improvements to the system. The review may result in a service plan that improves the customer experience, including consistent arrival times, overcrowding on buses, travel times, and connections.

### **CRIME AND SAFETY**

The Hamilton Road community has identified crime as a major issue in the neighbourhood, in particular drug and prostitution related crimes. Crime is a threat to the successful revitalization of the neighbourhood, and a weakness of the neighbourhood. There is an opportunity through the CIP to help address the crime issues by improving vacant buildings and seeking additional London Police Service and City of London By-law Enforcement patrols and blitzes.

### **PARKS & RECREATIONAL SERVICES**

The City of London provides recreational spaces at the Hamilton Road Seniors' Centre and Community Centre, Silverwoods Arena and in parks in the Hamilton Road Area.

Through the Spectrum Program the City offers a number of recreational and leisure activities in the neighbourhood including painting, dancing, and fitness courses.

The Hamilton Road neighbourhood is also home to the BMO Centre. Owned and operated by the London Optimist Sports Centre (LOSC), a volunteer driven, not-for-profit organization established in 2004, the BMO Centre welcomes thousands of sports enthusiasts every week. Although soccer is the main attraction, the Centre also hosts a variety of other sports including football, lacrosse, volleyball and Ultimate Frisbee.

### **LONDON PUBLIC LIBRARY**

The Crouch Library in the Hamilton Road neighbourhood offers various programs such as: a gaming group, story time, homework club, computer classes and training, mental health programs, family game days, book clubs, art exhibits, artist groups, and crafters groups. Some of the events are targeted for particular age groups while others are open to everyone who is interested.

CROUCH NEIGHBOURHOOD RESOURCE CENTRE

The Crouch Neighbourhood Resource Centre is a neighbourhood organization which brings diverse people together to plan, develop, and provide services and activities that support, build community capacity, and nurture the well-being of all residents in the Hamilton Road Community. The Resource Centre offers numerous programs in community development, community support services, youth programs, preschool programs, and food prosperity programs.

**Strengths, Weaknesses, Opportunities, and Threats Analysis**

A Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis of the critical community improvement needs was undertaken to gain an understanding of the key issues in the Hamilton Road Area and identify the important community improvement needs that should be addressed by a Hamilton Road Area CIP. This section of the plan provides an overview of the analysis undertaken and key foundation for the preparation of this CIP and recommended incentive programs.

**Table B-1: Hamilton Road Area SWOT Analysis Findings**

Category	Strengths	Weaknesses	Opportunities	Threats
Land Use Conditions	<ul style="list-style-type: none"> <li>Diverse collection of land uses</li> <li>Rich history of independent multi-cultural businesses (restaurants and niche retail uses)</li> <li>Excellent parks in neighbourhood</li> <li>Excellent Library</li> <li>Residential neighbourhood is stable</li> </ul>	<ul style="list-style-type: none"> <li>Lack of a food market</li> <li>Lack of an anchor or city-wide destination use (BMO Centre is too far from the Corridor)</li> <li>Little residential growth</li> </ul>	<ul style="list-style-type: none"> <li>Opportunities for residential infill and intensification</li> <li>Development of Urban Design Guidelines to help guide development</li> <li>Rezone the Hamilton Road corridor to promote an even greater mix of uses</li> </ul>	<ul style="list-style-type: none"> <li>Vacant buildings along the corridors</li> <li>Vacant buildings in high profile locations (e.g. Hamilton Road and Rectory) threaten the ability to attract new businesses</li> </ul>
Building Conditions	<ul style="list-style-type: none"> <li>Majority of buildings are in fair or good condition</li> </ul>	<ul style="list-style-type: none"> <li>No financial incentive programs available to improve buildings</li> </ul>	<ul style="list-style-type: none"> <li>To encourage and incentivize property owners to improve their buildings and attract tenants</li> <li>Opportunities for redevelopment</li> <li>Creation of a BIA</li> </ul>	<ul style="list-style-type: none"> <li>Some buildings are in poor shape and contribute to a negative atmosphere in sections</li> </ul>

Category	Strengths	Weaknesses	Opportunities	Threats
Heritage	Numerous listed properties on the corridor and in the neighbourhood and a few designated properties	Some heritage properties are in poor condition Low amount of designated heritage properties	Opportunity to promote the neighbourhood's built heritage through signage or other educational opportunities  Incentives for heritage building improvements	Potential loss of heritage buildings or renovations without consideration to the heritage features
Public Realm & Streetscape	Buildings generally oriented to the street  Tree trunk tour	Narrow sidewalks Narrow lots Bus stops are in poor condition Poor pedestrian lighting Limited pedestrian crossings Hydro poles further limit public realm Some local roads do not have curbs Lack of street trees Lack of places to sit and linger Lack of garbage bins	MainStreet Conceptual Design capital project will look at improvements to the Corridor to attempt to address many of the weaknesses  Better promote tree trunk tour  Promote and encourage walking in the neighbourhood	Underused laneways / alleyways contribute to crime in the neighbourhood  Future intensification and infilling will need to be carefully planned to ensure compatible with the neighbourhood

Category	Strengths	Weaknesses	Opportunities	Threats
Traffic & Parking	Some on-street parking is available	<p>Narrow lots make providing on-site parking difficult for businesses</p> <p>Heavy vehicle and truck traffic contribute to a reduction in the pedestrian environment along Hamilton Road</p> <p>Narrow sidewalks</p>	<p>Provide additional on-street and off-street parking</p> <p>Remove or reduce the requirement for on-site parking</p> <p>MainStreet Conceptual Design capital project will look at improvements to the Corridor to attempt to address many of the weaknesses and attempt to better balance the vehicular and pedestrian traffic</p>	Cut through traffic to avoid the Hamilton, Egerton, and Trafalgar intersection
Servicing	Neighbourhood has full municipal services	Perceived feeling that snow clearing is lacking	Perceived need for roadwork, sewer, and infrastructure improvements	-
Crime & Safety	London Police Service Foot Patrol was recently expanded to Hamilton Road	<p>Issues with drugs and prostitution in the neighbourhood</p> <p>Residents feel unsafe in local parks, especially at night</p>	<p>Crime prevention through environmental design (CPTED)</p> <p>Enhance By-law and Police enforcement and patrols</p> <p>Expand the Neighbourhood Watch program</p> <p>Promote and expand the Active and Safe Routes to School program</p>	Underused or abandoned laneways / alleyways contribute to crime in the neighbourhood

Bill No. 144  
2018

By-law No. L.S.P.-\_\_\_\_\_

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.", and to replace it with a by-law to designate 1040 Waterloo Street to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS the property located at 1040 Waterloo Street was designated to be of historical and contextual value or interest by By-law No. L.S.P.-3319-198, on October 16, 2000;

AND WHEREAS the reason for repealing the designating by-law is to consent to the property to be severed into three separate parcels in accordance with Consent No. B.034/16;

AND WHEREAS notice of intention to repeal the designation of the property known as 1040 Waterloo Street has been duly published and served and no notice of objection to such de-designation has been received;

AND WHEREAS notice of intention to designate the real property at 1040 Waterloo Street has been duly published and served and no notice of objection to such designation has been received;

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

1. By-law No. L.S.P.-3319-198 entitled, "A by-law to designate 1040 Waterloo Street to be of historical and architectural value.", passed by Municipal Council on October 16, 2000 is hereby repealed.
2. The real property at 1040 Waterloo Street, more particularly described in Schedule "A" attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule "B" attached hereto.
3. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.
4. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.
5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**SCHEDULE "A"**  
**To By-law No. L.S.P.-\_\_\_\_\_**

**Legal Description**

All of Lots 45, 46, 57, 60 and 61 and Part of Lots 41, 42, 43, 44, 47, 56, 58, 59 and 62, Plan 402(c) and Part of Epworth Avenue closed by Judge's Order registered as instrument number LY40898 and designated as Parts 3, 4, 5, 6, 7 and 8 on Plan 33R-19900; City of London, County of Middlesex, being part of PIN 08079-0567.

**SCHEDULE "B"**  
**To By-law No. L.S.P.-\_\_\_\_\_**

**Statement for Designation**

**Roll Number**

To be determined

**Description of Property**

St. Peter's Seminary, 1040 Waterloo Street, was built at the northernmost end of Waterloo Street overlooking the north branch of the Thames River, in the former London Township now City of London.

Before St. Peter's Seminary was built, a survey from 1884 shows that the property was originally subdivided for 66 park and villa lots and was generally undeveloped, except for a few buildings and structures located at the south end of the property. The north end of the property close to the bluffs of Thames River, locally known as Sunshine Park, was a vacant field popularly used for picnics, baseball games, and travelling carnivals.

St. Peter's Seminary was founded in 1912 by His Excellency Bishop Michael Francis Fallon, O.M.I.; D.D., L.L.D. World War I postponed the original plans for the construction of a seminary building and for the first 13 years, the theology faculty and students were housed in the Bishop's residence at the former rectory of St. Peter's Cathedral Basilica located at the northwest corner of Dufferin Avenue and Clarence Street, London, Ontario. On September 24, 1923 the St. Peter's Seminary Annex: School of Philosophy opened at 472 Queens Avenue in London, Ontario. Prior to this, the philosophy students preparing for theological studies at St. Peter's Seminary studied at Assumption University in Sandwich (Windsor), Ontario.

Bishop Fallon required a large site for his seminary and was drawn to the present location for several reasons. One of the intentions of St. Peter's Seminary was to be affiliated with the University of Western Ontario so its location close to the university campus (then at St. George Street and Grosvenor Street) was important. Also, the open field and its quiet location at the northern edge of London supported Fallon's vision of St. Peter's Seminary dominating the landscape, with a tower visible from all corners of the City.

The lands on which the Seminary building stands were part of a 32 acre site donated by Sir Philip Pocock, a member of a prominent London Roman Catholic family.

The cornerstone of St. Peter's Seminary was laid by Bishop Fallon on May 31, 1925; and the official opening of the new facility was celebrated on September 29, 1926. Bishop Fallon laid the cornerstone for a new chapel on June 12, 1929; and then St. Thomas Aquinas chapel was officially opened on June 18, 1930.

St. Peter's Seminary provided a venue for education in the Sacred Sciences and ecclesiastical training for clerical students of the Diocese of London. Today, St. Peter's Seminary still has the same intentions but is affiliated with King's University College, University of Western Ontario.

**Statement of Cultural Heritage Value or Interest**

St. Peter's Seminary, 1040 Waterloo Street, is of cultural heritage value or interest because of its physical or design values, historical or associative values, and its contextual values.

**Physical/Design Values**

The main mass of St. Peter's Seminary building is comprised of two four storey wings adjoining a central tower. The exterior is built of stone from Credit Valley, Ontario and Tyndall, Manitoba in the Collegiate Gothic style. The roofs are copper and sea green slate. The roof line is punctuated by gabled dormers. St. Peter's Seminary is a representative example of the

Collegiate Gothic style and it demonstrates a high degree of craftsmanship, as particularly exemplified in the stonework details of the building's exterior.

The front entrance of St. Peter's Seminary includes rich Gothic inspired carvings in Tyndall stone and in the main door which is in oak. The door is in two leaves, with the transom forming the characteristic Gothic arch. Delicate tracery and an intricately carved border of grape clusters highlight the entrance. Above, carved niches separated by columns were intended to hold statues depicting the Twelve Apostles on the exterior. The rotunda forms the entrance lobby to the Seminary. It is three storey in height and is of cast travertine with a floor of Verde marble. The statue of St. Michael commemorates the opening of the Seminary in 1926. In addition, heavily carved niches contain statues of saints. Walls are decorated and contain various commemorative plaques. Wood trim defines the entrance to the main hallway.

The Chapel of St. Thomas Aquinas is designed in the late English Gothic Revival style with the elaborate fan-vaulting characteristics of the interiors of this style. The intricate wood carving in the Chapel and the rotunda is the work of Bavarian craftsmen brought to Canada by the Globe Furniture Company of Waterloo, Ontario. This firm supplied the furnishing of the Chapel. The carved angels at the end of each pew and the screens are fine example of the artisans' work. The carvings show a Germanic influence which is exemplified in the statue of Christ the King at the Blessed Sacrament altar. The tableaux which are done in pale wood depicting scenes from the life of St. Therese of Lisieux can be seen in the alcoves surrounding the main altar in the Sanctuary. Inscribed in the gallery of the Chapel is the Latin phrase "Invenerunt Eum in Templo, sedentem in medio doctorum" ("They came upon Him in the Temple, seated in the midst of the teachers"), as well as the Seminary's coat of arms. The stained glass works of the Chapel are Neo-Gothic in style and were created and installed by Robert McCausland Limited of Toronto, Ontario. They depict the Fathers, Doctors and missionaries of the Church. Examples include St. Vincent de Paul and the galley slave, the Jesuit North American Martyrs, St. Jerome and others. The windows around the Sanctuary depict events in the life of Christ.

#### **Historical/Associative Values**

The property has historical or associative value because it has direct associations with people and institutions that are significant to the community. St. Peter's Seminary was founded in 1912 by His Excellency Bishop Michael Francis Fallon, O.M.I.; D.D., L.L.D. He is significant as the Bishop of London from 1909 until his death in 1931.

Through his donation of the site for St. Peter's Seminary, Sir Philip Pocock has significant historical associations with the property. Sir Pocock received a papal knighthood for his many charities.

St. Peter's Seminary also demonstrates the work of the architectural firm of Pennington & Boyde of Windsor, Ontario, with J. W. Leighton as associate. The general contractor for the construction of St. Peter's Seminary was the Piggott Construction Company of Hamilton, Ontario. St. Peter's Seminary is one of two known works of Pennington & Boyde in London; the other being Brescia College (built in 1924).

#### **Contextual Values**

St. Peter's Seminary is important in defining the character of the area. It is physically, functionally, visually, and historically linked to its surroundings. St. Peter's Seminary building defines the character of the area as a magnificent structure that not only dominates its property but the area around it. Originally, St. Peter's Seminary was set in an open field; its setting has matured to become a park-like atmosphere which includes lawns, trees, gardens, and circulation routes.

In the beginning, St. Peter's Seminary was fairly isolated, but over time it has become an immediate neighbour to the campus of King's University College. The growth of King's University College has changed the landscape of not only the St. Peter's Seminary property but of other large properties, including the former Goodholme Estate (291 Epworth Avenue). Both have evolved to become part of a campus atmosphere for King's University College which, like St. Peter's Seminary, had its origins with the Roman Catholic Diocese of London.

St. Peter's Seminary is a landmark.

#### **Heritage Attributes**

Heritage attributes which support and contribute to the cultural heritage value or interest of this property include:

- The St. Peter's Seminary building:
  - An excellent example of Collegiate Gothic style of architecture;

- Grandeur of the St. Peter's Seminary building, with its prominent central tower and four storey wings, designed to be impressive when viewed from outside;
  - Exterior cladding in Credit Valley stone and Tyndall, Manitoba stone;
  - Elevated front entrance;
  - Decorative buttresses;
  - Copper and sea green slate roof punctuated by gabled dormers;
  - Chapel of St. Thomas Aquinas, excellent example of English Gothic Revival:
    - Elaborate fan-vaulting;
    - Intricate wood carvings, including the carved angels at the end of each pew, the screens, and the tableaux of St. Therese of Lisieux;
    - Latin inscription, reading "Invenerunt Eum in Templo, sedentem in medio doctorum";
    - St. Peter's Seminary coat of arms;
    - Stained glass;
  - Front entrance and Rotunda:
    - Rich Gothic inspired carvings in Tyndall stone;
    - Oak, two leaf main door with characteristic Gothic arch;
    - Tracery and carved border of grape clusters that highlight the entrance;
    - Carved niches separated by columns, which were intended to hold statues depicting the Twelve Apostles on the exterior;
    - Three stories of height, of cast travertine with a floor of Verde marble;
    - Statue of St. Michael which commemorates the opening of St. Peter's Seminary;
    - Heavily carved niches which contain statues of saints in the Rotunda;
    - Decorated walls, including commemorative plaques;
    - Wood trim which defines the entrance to the main hallway;
  - Unobstructed view from the driveway entrance on Waterloo Street with a terminating vista at the St. Peter's Seminary building;
  - Park-like atmosphere:
    - Landscaping with lawns, trees, gardens, and pedestrian circulation routes;
- Circular driveway in front of the main entrance to St. Peter's Seminary with a central landscaped area.

Bill No. 145  
2018

By-law No. PS-113-18\_\_\_\_\_

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.”

WHEREAS subsection 10(2) paragraph 7. of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. Section 1 of By-law No. PS-113 is amended by adding the following new definitions:

“Electric Vehicle” means a vehicle that is propelled by one or more electric motors, using electrical energy stored in one or more rechargeable batteries or another energy storage device and is capable of being plugged into an Electric Vehicle Charging Station and includes a plug-in electric car and a plug-in hybrid car;

“Electric Vehicle Charging Station” means any facility or equipment that is used to charge a battery or other energy storage device of an Electric Vehicle;

“Electric Vehicle Parking Space” means a parking space designated for the use of Electric Vehicles as indicated by a sign in the form set out in Schedule 29 to this By-law;

2. By-law No. PS-113 is amended by adding the following new Section 10.1:

“10.1 No Parking Electric Vehicle Parking Space

(a) No person shall park a vehicle or any part of a vehicle in an Electric Vehicle Parking Space where such vehicle is not an Electric Vehicle.

(b) No person shall park a vehicle or any part of a vehicle in an Electric Vehicle Parking Space where such vehicle is not connected to an Electric Vehicle Charging Station and charging.”

3. By-law No. PS-113 is amended by adding the following new Schedule 29 attached, entitled “Electric Vehicle Charging Signage”:

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

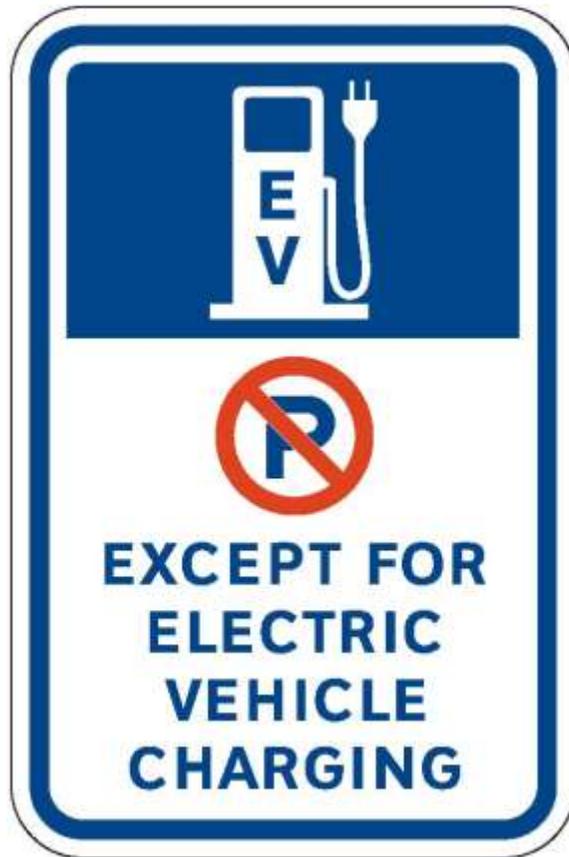
PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Schedule 29 Electric Vehicle Charging Signage



Bill No. 146  
2018

By-law No. PS-113-18\_\_\_\_

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."

WHEREAS subsection 10(2) paragraph 7. of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

**1. No Stopping**

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Dawn Drive	East	Moffat Avenue	Whitehall Drive	2:00 pm to 3:00 pm Monday to Friday September 1st to June 30th
King Street	South	A point 92 m east of Clarence Street	Wellington Street	Anytime
King Street	South	Richmond Street	A point 42 m east of Richmond Street	Anytime
Queens Avenue	North	Clarence Street	A point 55 m east of Clarence Street	Anytime
Queens Avenue	North	A point 11 m west of Richmond Street	A point 49 m east of Said street	Anytime
Ridout Street N	West	Queens Avenue	King Street	7:30 am to 9:00 am & 4:00 pm to 6:00 pm

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **adding** the following rows:

Dawn Drive	East	A point 254 m south of Seeley Drive	Whitehall Drive	8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 3:00 p.m. Monday to Friday September 1st to June 30th
King Street	South	Clarence Street	A point 48 m east of Wellington Street	Anytime

King Street	South	A point 76 m west of Richmond Street	Richmond Street	Anytime
King Street	South	A point 53m west of Talbot Street	Talbot Street	Anytime
Queens Avenue	North	Clarence Street	A point 115 m east of Clarence Street	Anytime
Queens Avenue	North	A point 11 m west of Richmond Street	A point 68 m east of Richmond Street	Anytime
Queens Avenue	North	A point 68 m east of Richmond Street	A point 94 m east of Richmond Street	Monday to Saturday
Queens Avenue	North	Talbot Street	A point 84 m east of Talbot Street	Anytime
Ridout Street N	West	A point 55 m south of Dundas Street	Dundas Street	Anytime
Ridout Street N	West	Queens Avenue	A point 69 m north of King Street	7:00 am to 9:30 am & 3:30 pm to 6:30 pm
Wellington Street	East	King Street	Dundas Street	Anytime

**2. No Parking**

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Algoma Place	Both	Algoma Avenue	North limit of Algoma Place	3:00 am to 5:00 am
Ambleside Drive	Both	Grangeover Avenue	Western Road	3:00 am to 5:00 am
Audrey Avenue	Both	Broughdale Avenue	Huron Street	3:00 am to 5:00 am
Barons Crescent	Both	Highland Heights	East end of street	3:00 am to 5:00 am
Beckworth Avenue	Both	Toukay Crescent	Sorrel Road	3:00 am to 5:00 am
Bernard Avenue	Both	Richmond Street	East end of Street	3:00 am to 5:00 am
Brough Street	Both	Huron Street	University Crescent	3:00 am to 5:00 am

Broughdale Avenue	Both	West end of street	Brough Street	3:00 am to 5:00 am
Canterbury Road	Both	Windermere Road	Richmond Street	3:00 am to 5:00 am
Charles Street	South & East	Mount Pleasant Avenue	Wharnccliffe Road N	12:00 am to 3:00 am Monday to Saturday
Clarence Street	East	A point 42 m north of King Street	King Street	Anytime
Clearview Avenue	Both	Thames Valley Avenue	Sunningdale Avenue	3:00 am to 5:00 am
College Street	North	West driveway to St. Joseph LTC Facility	A point 18 m east of said driveway	3:00 am to 5:00 am
Dale Street	Both	First Street	Hansuld Street	3:00 am to 5:00 am
Devonshire Avenue	North	Wharnccliffe Road S	185 m easterly	Anytime
Epworth Avenue	Both	Richmond Street	Waterloo Street	3:00 am to 5:00 am
Farmsborough Crescent	Both	Langdon Road	Fleming Drive	3:00 am to 5:00 am
Fleming Drive	Both	Fanshawe College Blvd	East end of street	3:00 am to 5:00 am
Fleming Drive	Both	Fleming Drive (west intersection)	Fleming Drive (east intersection)	3:00 am to 5:00 am
Fox Avenue	Both	Tamblyn Drive	Trott Drive	3:00 am to 5:00 am
Gibbons Place	East	Victoria Street	South end of street	3:00 am to 5:00 am
Godfrey Drive	Both	Highbury Avenue N	East end of Street	5:00 am
Godfrey Drive	Both	Godfrey Drive (west intersection)	Godfrey Drive (east intersection)	3:00 am to 5:00 am
Goldwick Crescent	Both	Portland Street (north intersection)	Farnsborough Crescent	3:00 am to 5:00 am
Hansuld Street	Both	First Street	Dale Street	3:00 am to 5:00 am
Hartlet Street	Both	First Street	Second Street	3:00 am to 5:00 am
Hawkesbury Avenue	Both	Toukay Crescent	Perth Avenue	3:00 am to 5:00 am
Howland Avenue	Both	West end of street	First Street	3:00 am to 5:00 am

Huron Street	Both	The Parkway	Fraser Avenue	3:00 am to 5:00 am
Irving Place	Both	Mark Street	Michael Street	3:00 am to 5:00 am
King Street	South	A point 40 m east of Clarence Street	A point 70 m east of said street	Anytime
King Street	South	A point 55 m west of Clarence Street	A point 100 m east of said street	Anytime
Lancaster Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 am to 5:00 am
Langton Road	Both	Beckworth Avenue	Sorrell Road	3:00 am to 5:00 am
Madeira Drive	Both	Langton Road	Beckworth Avenue	3:00 am to 5:00 am
Mardell Place	Both	West end of street	First Street	3:00 am to 5:00 am
Mardell Place	Both	First Street	Second Street	3:00 am to 5:00 am
Mayfair Drive	Both	Richmond Street	Meadowdown Drive	3:00 am to 5:00 am
McStay Road	Both	Hillside Drive	Shavian Blvd	3:00 am to 5:00 am
Nairn Avenue	Both	Sorrell Road	Kaladar Drive	3:00 am to 5:00 am
Parkdale Avenue	Both	Parkdale Avenue	Richmond Street	3:00 am to 5:00 am
Parkdale Crescent	Both	Parkdale Avenue	Richmond Street	3:00 am to 5:00 am
Patricia Street	Both	Huron Street	University Crescent	3:00 am to 5:00 am
Portland Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 am to 5:00 am
Prosperity Court	Both	Fleming Drive	East end of street	3:00 am to 5:00 am
Queens Avenue	North	Clarence Street	55 m easterly	Anytime
Queens Avenue	North	A point 110 m east of Clarence Street	A point 132 m easterly from the said Street	Anytime
Queens Avenue	North	Talbot Street	40 m easterly	Anytime
Raymond Avenue	Both	Richmond Street	Bernard Avenue	3:00 am to 5:00 am
Ridout Street N	West	King Street	A point 47 m north of the said street	Anytime

Roehampton Avenue	Both	Oxford Street E (west intersection)	Oxford Street E (east intersection)	3:00 am to 5:00 am
Rushland Avenue	Both	West end of street	First Street	3:00 am to 5:00 am
St. Bees Close	Both	Ambleside Drive	End of street	3:00 am to 5:00 am
St. Bees Court	Both	St. Bees Close	East end of street	3:00 am to 5:00 am
St. Bees Place	Both	St. Bees Close	East end of street	3:00 am to 5:00 am
St. George Street	Both	Huron Street	Regent St	3:00 am to 5:00 am
St. James Street	Both	Talbot Street	Richmond Street	3:00 am to 5:00 am
Second Street	Both	Dale Street	C.P.R. Right-of-Way	3:00 am to 5:00 am
Sorrel Road	Both	Huron Street	Cheapside Street	3:00 am to 5:00 am
Steele Street	Both	West end of street	Waterloo Street	3:00 am to 5:00 am
Sunset Street	Both	Huron Street	North end of the street	3:00 am to 5:00 am
Susan Avenue	Both	Mark Street (south intersection)	Mark Street (north intersection)	3:00 am to 5:00 am
Talbot Street	Both	Oxford Street E	Street James Street	3:00 am to 5:00 am
Tamblyn Drive	Both	Coombs Avenue	Fox Avenue	3:00 am to 5:00 am
Thurman Circle	Both	Farnborough Crescent	Thurman Circle	3:00 am to 5:00 am
Tower Lane	Both	West end of street	Richmond Street	3:00 am to 5:00 am
University Crescent	Both	West end of street	Patricia Street	3:00 am to 5:00 am
Walmer Grove	Both	Walmer Gardens	East end of street	3:00 am to 5:00 am
Waterloo Street	Both	Epworth Avenue	Victoria Street	3:00 am to 5:00 am
Wellington Street	Both	Huron Street	Victoria Street	3:00 am to 5:00 am
Westchester Drive	Both	Canterbury Road	Richmond Street	3:00 am to 5:00 am

Westview Drive	Both	The Parkway	Huron St	3:00 am to 5:00 am
Wellington Street	East	A point 25 m north of King Street	River Thames	Anytime
Wickerson Road	East	A point 101 m north of Tibet Butler Boulevard	A point 150 m south of Tibet Butler Boulevard	Anytime
Wickerson Road	West	Byron Baseline Road	A point 150 m south of Tibet Butler Boulevard	Anytime

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Algoma Place	Both	Algoma Avenue	North limit of Algoma Place	3:00 a.m. to 5:00 a.m. Monday to Sunday
Ambleside Drive	Both	Grangeover Avenue	Western Road	3:00 a.m. to 5:00 a.m. Monday to Sunday
Audrey Avenue	Both	Broughdale Avenue	Huron Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Barons Crescent	Both	Highland Heights	East limit of Highland Heights	3:00 a.m. to 5:00 a.m. Monday to Sunday
Beckworth Avenue	Both	Toukay Crescent	Sorrel Road	3:00 a.m. to 5:00 a.m. Monday to Sunday
Bernard Avenue	Both	Richmond Street	East limit of Bernard Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Brough Street	Both	Huron Street	University Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Broughdale Avenue	Both	West limit of Broughdale Avenue	Brough Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Canterbury Road	Both	Windermere Road	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Charles Street	South & East	Mount Pleasant Avenue	Wharnccliffe Road N	12:00 a.m. to 3:00 a.m. Monday to Sunday
Clearview Avenue	Both	Thames Valley Avenue	Sunninghill Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday

College Street	North	West driveway to St. Joseph LTC Facility	A point 18 m east of College Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Dale Street	Both	First Street	Hansuld Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Devonshire Avenue	North	Wharnccliffe Road S	Edward Street	Anytime
Epworth Avenue	Both	Richmond Street	Waterloo Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fairview Avenue	East	A point 130m south of Whetter Avenue	A point 105m south of Whetter Avenue	Anytime
Farnsbrough Crescent	Both	Langdon Road	Fleming Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fleming Drive	Both	Fanshawe College Boulevard	East limit of Fleming Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fleming Drive	Both	Fleming Drive (west intersection)	Fleming Drive (east intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Fox Avenue	Both	Tamblyn Drive	Trott Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Gibbons Place	East	Victoria Street	South limit of Gibbons Place	3:00 a.m. to 5:00 a.m. Monday to Sunday
Godfrey Drive	Both	Highbury Avenue N	East limit of Godfrey Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
Godfrey Drive	Both	Godfrey Drive (west intersection)	Godfrey Drive (east intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Goldwick Crescent	Both	Portland Street (north intersection)	Farnsbrough Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Hansuld Street	Both	First Street	Dale Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Hartlet Street	Both	First Street	Second Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Hawkesbury Avenue	Both	Toukay Crescent	Perth Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday

Howland Avenue	Both	West limit of Howland Avenue	First Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Huron Street	Both	The Parkway	Fraser Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Irving Place	Both	Mark Street	Michael Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
King Street	South	A point 55 m west of Clarence Street	Clarence Street	Anytime
King Street	South	A point 86m west of Richmond Street	A point 78m west of Richmond Street	Anytime Police Vehicle Only
King Street	South	A point 88m west of Wellington Street	Wellington Street	Anytime
Lancaster Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Langton Road	Both	Beckworth Avenue	Sorrell Road	3:00 a.m. to 5:00 a.m. Monday to Sunday
Madeira Drive	Both	Langton Road	Beckworth Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mardell Place	Both	West limit of Mardell Place	First Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mardell Street	Both	First Street	Second Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mayfair Drive	Both	Richmond Street	Meadowdown Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday
McStay Road	Both	Hillside Drive	Shavian Boulevards	3:00 a.m. to 5:00 a.m. Monday to Sunday
Mornington Avenue	South	A point 132 m west of Curry Street	A point 112 m west of Curry Street	Anytime
Nairn Avenue	Both	Sorrell Road	Kaladar Drive	3:00 a.m. to 5:00 a.m. Monday to Sunday

Parkdale Avenue	Both	West limit of Parkdale Avenue	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Parkdale Crescent	Both	Parkdale Avenue	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Patricia Street	Both	Huron Street	University Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Portland Street	Both	Beckworth Avenue	Goldwick Crescent	3:00 a.m. to 5:00 a.m. Monday to Sunday
Prosperity Court	Both	Fleming Drive	East limit of Prosperity Court	3:00 a.m. to 5:00 a.m. Monday to Sunday
Queens Avenue	North	A point 65 m west of Wellington Street	A point 43 m west of Wellington Street	Anytime
Raymond Avenue	Both	Richmond Street	Bernard Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Roehampton Avenue	Both	Oxford Street E (west intersection)	Oxford Street E (east intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Rushland Avenue	Both	West limit of Rushland Avenue	First Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. Bees Close	Both	Ambleside Drive	West limit of St. Bees Close	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. Bees Court	Both	St. Bees Close	East limit of St. Bees Court	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. Bees Place	Both	St. Bees Close	East limit of St. Bees Place	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. George Street	Both	Huron Street	Regent Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
St. James Street	Both	Talbot Street	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Second Street	Both	Dale Street	C.P.R. Right-of-Way	3:00 a.m. to 5:00 a.m. Monday to Sunday
Sorrel Road	Both	Huron Street	Cheapside Street	3:00 a.m. to 5:00 a.m. Monday to Sunday

Steele Street	Both	West limit of Steele Street	Waterloo Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Sunset Street	Both	Huron Street	North limit of Sunset Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Susan Avenue	Both	Mark Street (south intersection)	Mark Street (north intersection)	3:00 a.m. to 5:00 a.m. Monday to Sunday
Talbot Street	Both	Oxford Street E	St. James Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Tamblyn Drive	Both	Coombs Avenue	Fox Avenue	3:00 a.m. to 5:00 a.m. Monday to Sunday
Thurman Circle	Both	Farnborough Crescent	Thurman Circle	3:00 a.m. to 5:00 a.m. Monday to Sunday
Tower Lane	Both	West limit of Tower Lane	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
University Crescent	Both	West limit of University Crescent	Patricia Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Walmer Grove	Both	Walmer Gardens	East limit of Walmer Grove	3:00 a.m. to 5:00 a.m. Monday to Sunday
Waterloo Street	Both	Epworth Avenue	Victoria Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Wellington Street	Both	Huron Street	Victoria Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Westchester Drive	Both	Canterbury Road	Richmond Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Westview Drive	Both	The Parkway	Huron Street	3:00 a.m. to 5:00 a.m. Monday to Sunday
Wellington Street	East	Thames River (south branch)	King Street	Anytime
Wickerson Road	East	A point 101 m north of Tibet Butler Boulevard	Southdale Road W	Anytime
Wickerson Road	West	Byron Baseline Road	Southdale Road W	Anytime

**3. Bus Stops**

Schedule 3 (Bus Stops) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	South	Clarence Street	40 m easterly
Queens Avenue	North	A point 55 m east of Clarence	A point 84 m easterly from the said street
Wellington Street	East	A point 47 m south Dundas Street	A point 73 m south of the said street

Schedule 3 (Bus Stops) of the By-law PS-113 is hereby amended by **adding** the following rows:

King Street	South	Clarence Street	A point 48 m east of Wellington Street
King Street	South	A point 76 m west of Richmond Street	Richmond Street
King Street	South	A point 53m west of Talbot Street	Talbot Street
Queens Avenue	North	Clarence Street	A point 115 m east of Clarence Street
Queens Avenue	North	A point 11 m west of Richmond Street	A point 68 m east of Richmond Street
Queens Avenue	North	A point 68 m east of Richmond Street	A point 94 m east of Richmond Street
Queens Avenue	North	Talbot Street	A point 84 m east of Talbot Street
Ridout Street N	West	A point 55 m south of Dundas Street	Dundas Street
Wellington Street	East	King Street	Dundas Street

**4. Loading Zones**

Schedule 5 (Loading Zones) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	South	From a point 27 m west of Talbot Street to a point 13 m westerly from the said street	8:00 a.m. to 6:00 p.m.
Wellington Street	East	From a point 73 m south of Dundas Street to a point 25 m north of King Street	

**5. Stop Sign Locations**

Schedule 10 (Stop Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Northbound & Southbound	Logans Run	Shore Road
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Westbound	Logans Trail	Riverbend Road
Westbound	Logans Way	Riverbend Road
Northbound & Southbound	Riverbend Road	Shore Road
Eastbound & Westbound	Shore Road	Riverbend Road

**6. Yield Sign Locations**

Schedule 11 (Yield Signs) of the PS-113 By-law is hereby amended by **deleting** the following rows:

Southbound	Logans Run	Shore Road
Westbound	Logans Trail	Riverbend Road
Westbound	Logans Way	Riverbend Road

**7. Lower Speed Limits**

Schedule 17.1 (Lower Speed Limits) of the PS-113 By-law is hereby amended by **adding** the following rows:

Askin Street	Wharnccliffe Road S	A point 35 m east of Cynthia Street	40 km/h
Beaufort Street	Wharnccliffe Road N	East limit of Beaufort Street	40 km/h
Byron Avenue E	Wharnccliffe Road S	Birch Street	40 km/h
Duchess Avenue	Cathcart Street	Wortley Road	40 km/h
Elm Street	Hamilton Road	Trafalgar Street	40 km/h
Elmwood Avenue E	Cathcart Street	Wortley Road	40 km/h
Howard Avenue	Sunray Avenue	David Street	40 km/h
Maitland Street	Grosvenor Street	Cheapside Street	40 km/h
Sunray Avenue	Colonel Talbot Road	Howard Avenue	40 km/h

**8. 2 Hour Metered Zone**

Schedule 20 (2 Hour Metered Zones) of the said By-law PS-113 is hereby amended by **adding** the following rows:

Clarence Street	East	A point 14 m north of King Street	A point 42 m north of King Street	8:00 a.m. to 6:00 p.m.
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**9. Designated Parking Spaces - Disabled Persons**

Schedule 27 (Designated Parking Spaces - Disabled Persons) of the PS-113 By-law is hereby amended by **deleting** the following row:

Queens Avenue	North	From a point 49 m east of Richmond Street to a point 55 m east of said street	2 Hours
Queens Avenue	North	From 41 m east of Talbot Street to 48 m east of Talbot Street	2 Hours 8:00 a.m. to 4:00 p.m. Monday to Friday 8:00 a.m. to 6:00 p.m. (Saturday)
Queens Avenue	North	From 41 m east of Talbot Street to 48 m east of Talbot Street	2 Hours

Schedule 27 (Designated Parking Spaces - Disabled Persons) of the PS-113 By-law is hereby amended by **adding** the following row:

Queens Avenue	North	A point 50 m west of Clarence Street to a point 42 m east of Clarence Street	2 Hours
Queens Avenue	North	From 85 m east of Talbot Street to 92 m east of Talbot Street	2 Hours 8:00 a.m. to 4:00 p.m. Monday to Friday 8:00 a.m. to 6:00 p.m. (Saturday)

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 147  
2018

By-law No. S.-\_\_\_\_\_

A by-law to assume certain works and services in the City of London. (Cedar Hollow Subdivision, Phase 2 – 33M-640)

WHEREAS the Managing Director, Environmental & Engineering Services and City Engineer of The Corporation of the City of London has reported that works and services have been constructed to his satisfaction in Cedar Hollow Subdivision, Phase 2 – 33M-640;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Cedar Hollow Subdivision, Phase 2 – 33M-640  
Cedar Hollow Developments Ltd. – c/o Auburn Developments Inc.

Cedarpark Drive – All  
Guinness Way – All  
Reilly Walk – All

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law is for a period March 28, 2018 to March 28, 2019.

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 148  
2018

By-law No. S.-\_\_\_\_\_

A by-law to assume certain works and services in the City of London. (Fox Hollow Subdivision – Phase 3; 33M-635)

WHEREAS the Managing Director, Environmental & Engineering Services and City Engineer of The Corporation of the City of London has reported that works and services have been constructed to his satisfaction in Fox Hollow Subdivision – Phase 3; 33M-635;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Fox Hollow Subdivision – Phase 3; 33M-635  
Foxhollow Developments Inc. – c/o Auburn Developments Inc.

*Buroak Drive – All  
Yellowburch Court - All*

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law is for a period March 28, 2018 to March 28, 2019.

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 149  
2018

By-law No. S.-\_\_\_\_\_

A by-law to assume certain works and services in the City of London. (Fox Hollow Subdivision – Phase 5; 33M-660)

WHEREAS the Managing Director, Environmental & Engineering Services and City Engineer of The Corporation of the City of London has reported that works and services have been constructed to his satisfaction in Fox Hollow Subdivision – Phase 5; 33M-660;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Fox Hollow Subdivision – Phase 5; 33M-660  
Foxhollow Developments Inc. – c/o Auburn Developments Inc.

Yellowbirch Place – All  
Yellowbirch Way – All

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law is for a period March 28, 2018 to March 28, 2019.

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 150  
2018

By-law No. S.-\_\_\_\_\_

A by-law to assume certain works and services in the City of London. (Richmond North Subdivision Phase 1 Stage 1, Plan 33M-633)

WHEREAS the Managing Director, Environmental & Engineering Services and City Engineer of The Corporation of the City of London has reported that works and services have been constructed to his satisfaction in Richmond North Subdivision Phase 1 Stage 1, Plan 33M-633;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Richmond North Subdivision Phase 1 Stage 1, Plan 33M-633  
Sunningdale Developments Inc. – c/o Auburn Developments Inc., Stephen Stapleton

*Callaway Road – All*  
*Castlehill Close – All*  
*Pebblecreek Walk – All*  
*Royal Oaks Bend – All*  
*Sawgrass Link – All*

*Torrey Pines Way – from Sawgrass Link to West Limit of Plan (All North Leg)*  
*Villagewalk Boulevard – from Sunningdale Road West to Royal Oaks Bend*  
*Blocks 88, 92, 93, 94 and 101 – Parkland & Open Space*  
*Storm Sewers within Block 100 & Block 102 up to SWM Facility Inlet*  
*External Works – Sanitary Sewers within Part 1 of 33R-17562*  
*External Works – Watermain on Sunningdale Road & Richmond Street*

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law is for a period March 28, 2018 to March 28, 2019.

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

Bill No. 151  
2018

By-law No. S.- \_\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (for the purposes of a public highway for pedestrian use only, west of Howlett Circle)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway for the purposes of a public highway for pedestrian use only, west of Howlett Circle, namely:

“All of Block 60 on Registered Plan 33M-650 in the geographic Township of London, now in the City of London and County of Middlesex.”

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

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

# LOCATION MAP



 SUBJECT LANDS

Bill No. 152  
2018

By-law No. Z.-1-18 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning on a portion of the lands located at 3493 Colonel Talbot Road.

WHEREAS **2219008 Ontario Ltd.** has applied to remove the holding provisions from the zoning on a portion of the lands located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to a portion of the lands located at 3493 Colonel Talbot Road, as shown on the attached map to remove the holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-8(5)) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

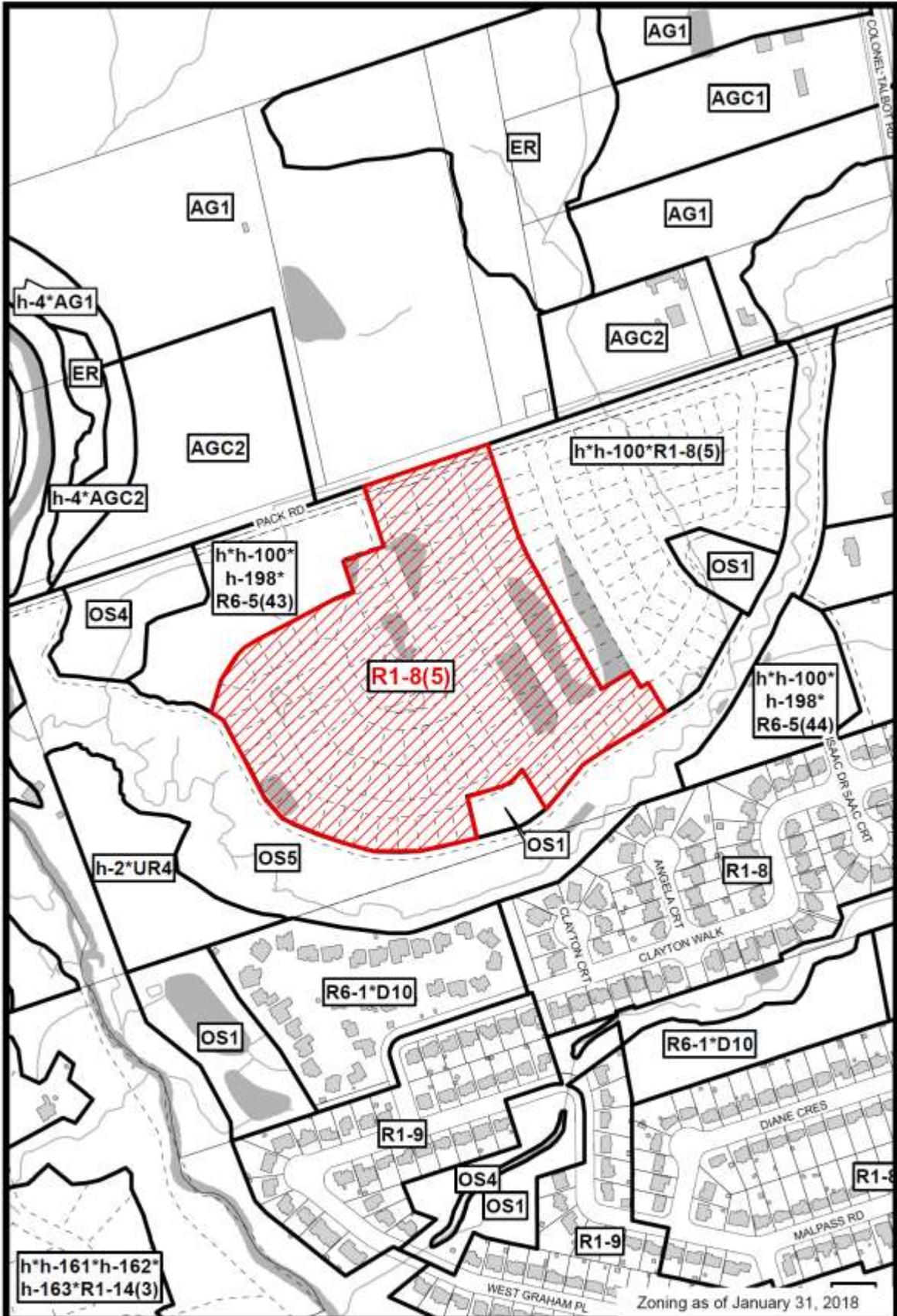
PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

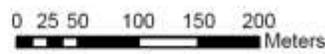
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-8756  
 Planner: AR  
 Date Prepared: 2018/03/02  
 Technician: WR  
 By-Law No: Z.-1-

SUBJECT SITE 

1:5,000



GeoDatabase

Bill No. 153  
2018

By-law No. Z.-1-18 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning of lands located at 1245 Michael Street.

WHEREAS **Wastell Builders (London) Inc.** has applied to remove the holding provision from the zoning for lands located at 1245 Michael Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1245 Michael Street, as shown on the attached map, to remove the holding provisions so that the zoning of the lands as a Residential R4 Special Provision (R4-4(2)) Zone comes into effect
2. The By-law shall come into force and effect on the date of passage.

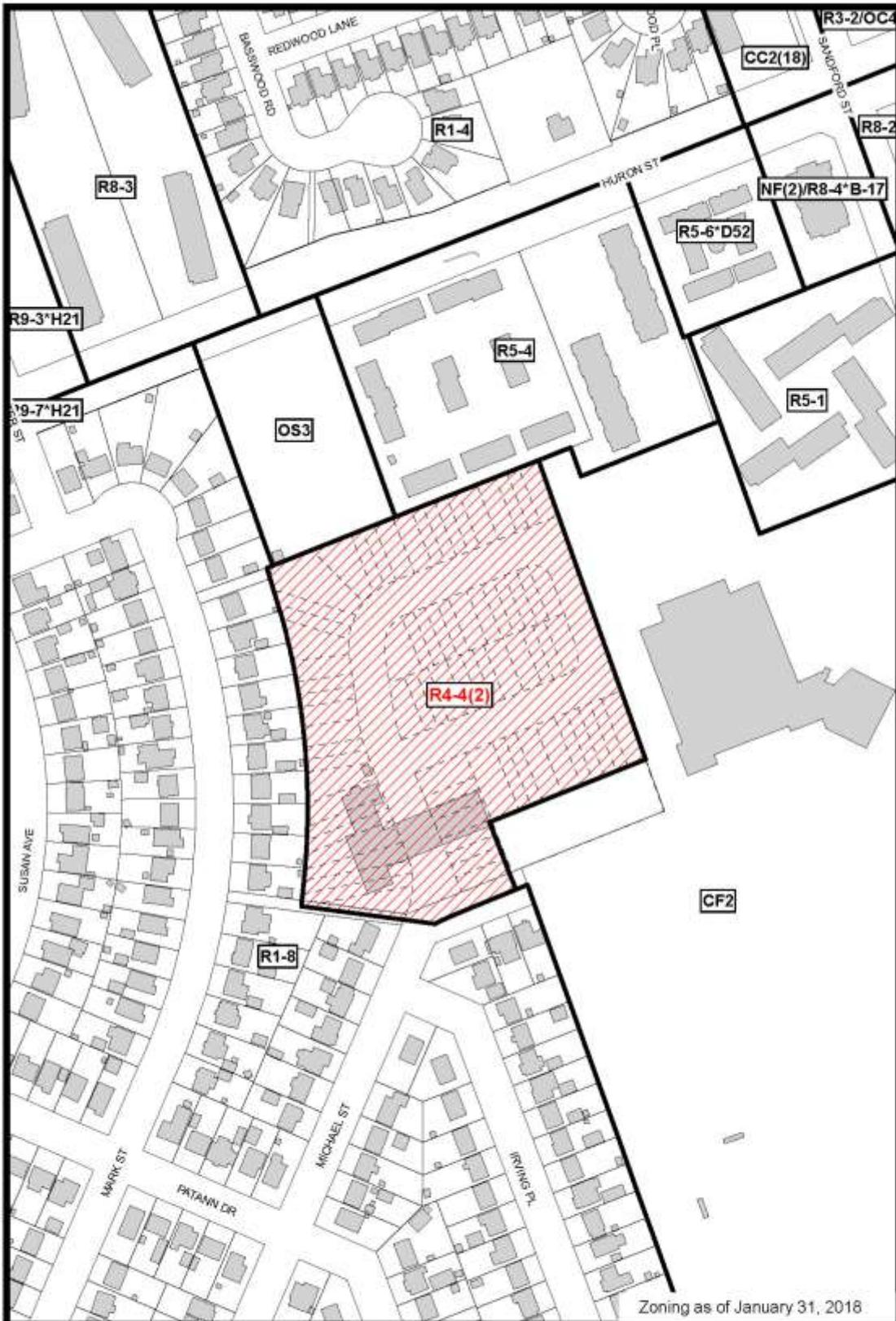
PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-8857  
 Planner: NP  
 Date Prepared: 2018/02/01  
 Technician: RC  
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500



 Meters

© Kroll-Burns

Bill No. 154  
2018

By-law No. Z.-1-18 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning of lands located at 770 Whetter Avenue.

WHEREAS **Homes Unlimited (London) Inc.** has applied to remove the holding provisions from the zoning for lands located at 770 Whetter Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 770 Whetter Avenue, as shown on the attached map, to remove the holding provisions so that the zoning of the lands as a Residential R9 Special Provision (R9-1(2)•H15) Zone comes into force and effect
2. The By-law shall come into force and effect on the date of passage.

PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-8873  
 Planner: NP  
 Date Prepared: 2018/02/14  
 Technician: RC  
 By-Law No: Z.-1-

SUBJECT SITE   
 1:2,000  
 0 10 20 40 60 80 Meters



03/20/2018

Bill No. 155  
2018

By-law No. Z.-1-18\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 50 Charterhouse Crescent.

WHEREAS **Active Wellness Products Inc.** has applied to rezone an area of land located at 50 Charterhouse Crescent, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 50 Charterhouse Crescent, as shown on the attached map comprising part of Key Map No. A109 **from** a Light Industrial (L11/L13/L17) Zone **to** a Light Industrial (L11/L12/L13/L17) Zone.

2. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

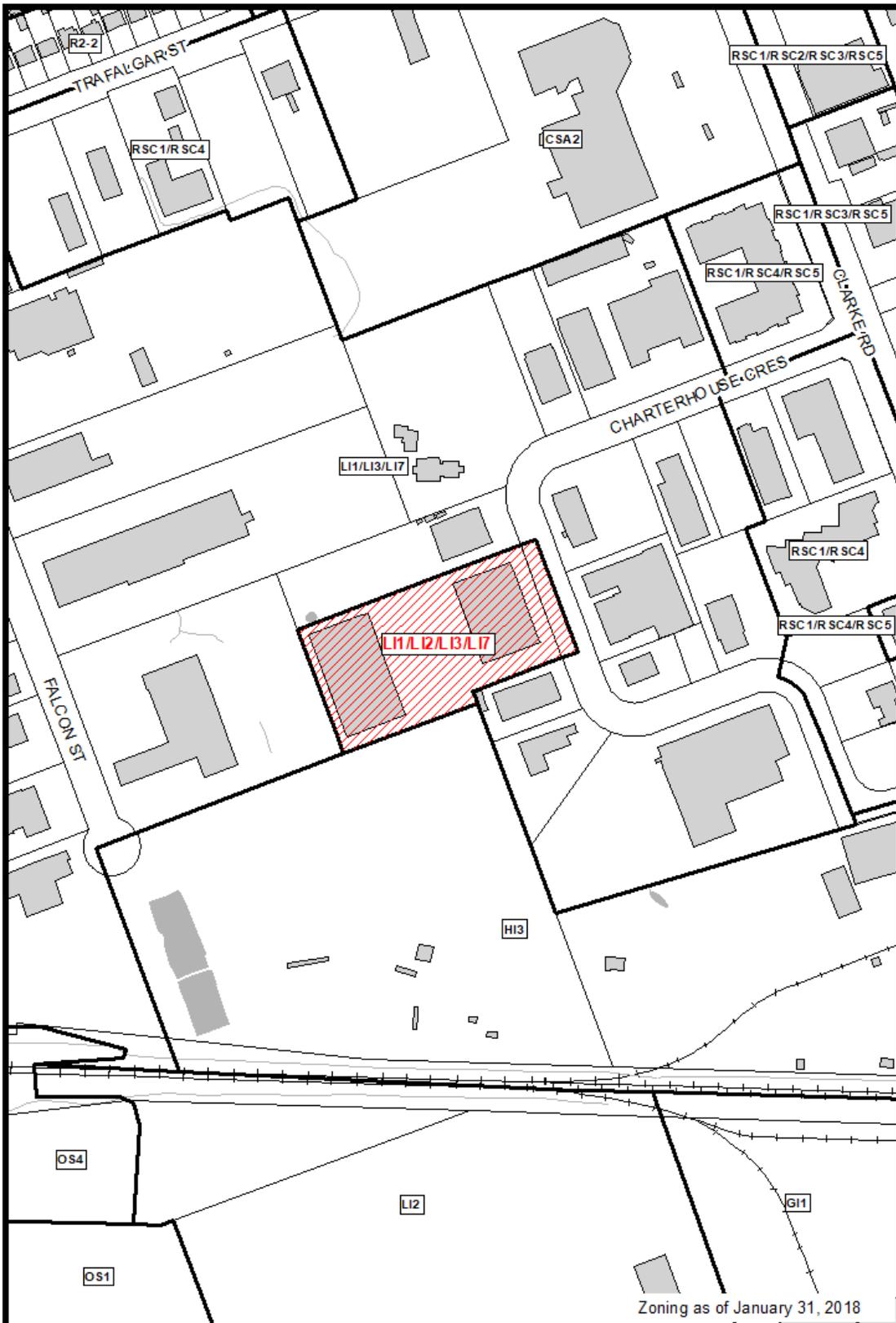
PASSED in Open Council on March 27, 2018

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of January 31, 2018

File Number: Z-8834\_5  
 Planner: SW  
 Date Prepared: 2018/02/20  
 Technician: MB  
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120 Meters



GeoInformation

Bill No. 156  
2018

By-law No. Z.-1-18\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 825 Commissioners Road East.

WHEREAS **London Health Science Centre** has applied to rezone an area of land located at 825 Commissioners Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 825 Commissioners Road East, as shown on the attached map comprising part of Key Map No. A.112, from a Regional Facility (RF) Zone to a Holding Regional Facility Special Provision (h-(\*)h-(\*\*)\*RF( )) Zone.

2. Section Number 3.8 of the Holding "h" Zone is amended by adding the following Holding Provision's:

h-(\*)

Purpose: To ensure that development occurs in a safe manner, no new structures that would require municipal servicing shall be erected, or the use of the Wellington Pavilion Building be permitted until it is demonstrated to the City Engineer that the on-site water servicing meets current City standards, prior to the removal of the "h-(\*)" symbol.

h-(\*\*)

Purpose: To ensure that adequate provision of municipal water services, the "h-(\*\*)" symbol shall not be deleted until it is demonstrated to the City Engineer that the on-site water servicing meets current City standards, prior to the removal of the "h-(\*\*)" symbol.

Permitted Interim Uses: Conservation lands, Conservation works, Cultivation of land for agricultural/horticultural purposes, Greenhouses, Institutional uses, Managed forest, Office of a charitable non-profit organization and associated uses, Offices in association with an institutional use, Outdoor farmers market, Playground, Passive recreational uses which include hiking trails and multi-use pathways, Private Schools, Recreational Buildings, Recreational buildings in association with conservation lands and public parks, Sports fields without structures, Wellness Centre.

3. Section Number 31.4 of the Regional Facility (RF) Zone is amended by adding the following Special Provision:

RF( ) 825 Commissioners Road East

a) Permitted Uses

- i) Institutional uses
- ii) Recreational Buildings
- iii) Private Schools
- iv) Supervised Residents
- v) Ancillary residential and/or hostels and accommodations, in association with an Institutional use
- vi) Conservation lands
- vii) Conservation works
- viii) Cultivation of land for agricultural/horticultural purposes
- ix) Community Centres
- x) Greenhouses
- xi) Managed forest

- xii) Office of a charitable non-profit organization and associated uses
- xiii) Offices in association with an institutional use
- xiv) Outdoor farmers market
- xv) Playground
- xvi) Passive recreational uses which include hiking trails and multi-use pathways
- xvii) Recreational buildings in association with conservation lands and public parks
- xviii) Restaurant in association with an Institutional use
- xix) Retail Store in association with an Institutional use
- xx) Sports fields without structures
- xxi) Wellness Centre in association with an Institutional use

- b) Regulation[s]
- i) Lot Frontage (minimum) 0 metres (0 feet)
  - ii) Height (maximum) 12 metre (39.4 feet)
  - iii) Lot Area (minimum) 5 hectares (12.35 acres)

4. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

5. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

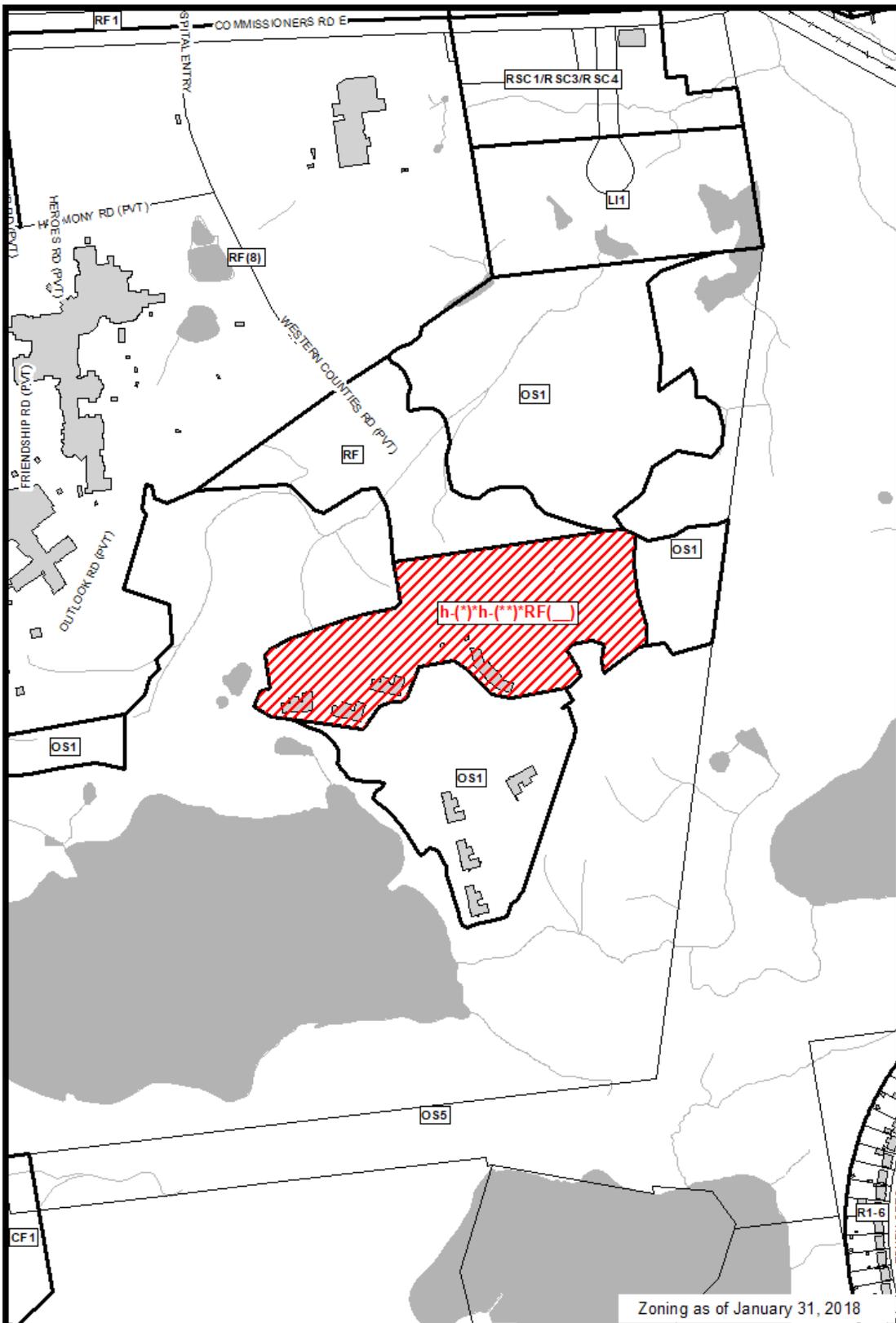
PASSED in Open Council on March 27, 2018.

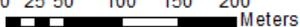
Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 27, 2018  
Second Reading – March 27, 2018  
Third Reading – March 27, 2018

**AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)**



<p>File Number: Z-8860                  Planner: MC                  Date Prepared: 2018/03/01                  Technician: MB                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:5,000</p> <p>0 25 50 100 150 200 Meters </p> <p></p>
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GeoCrib.com

Bill No. 157  
2018

By-law No. Z.-1-18 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 499 Sophia Crescent.

WHEREAS **West Coronation Developments Limited** have applied to remove holding provisions from the zoning for the lands located at 499 Sophia Crescent, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 499 Sophia Crescent, as shown on the attached map, to remove the h. and h-34 holding provisions so that the zoning of the lands as a Holding Residential R5/R6/R8 (h-100\*R5-4/R6-4/R8-2) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

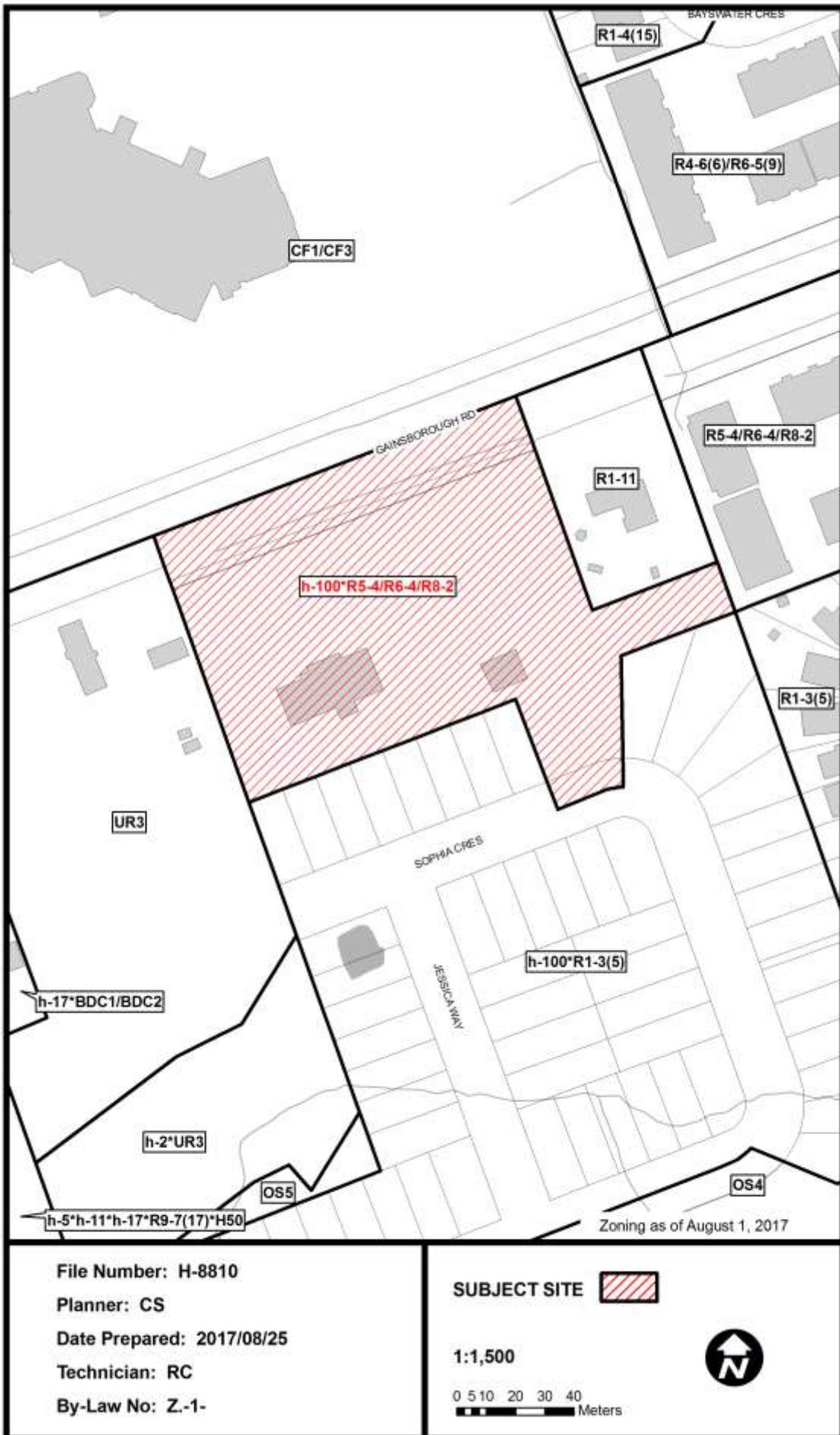
PASSED in Open Council on March 27, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading -March 27, 2018  
Second Reading -March 27, 2018  
Third Reading - March 27, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Geostation