



Council Agenda

8th Meeting of City Council

April 10, 2018, 4:00 PM

Council Chambers

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

Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

2.1 6:00 PM

In recognition of the community contributions made by students attending London's post-secondary educational institutions, His Worship the Mayor and Members of Council will welcome and recognize representatives of the Students' Councils from Western University, Huron University College, Brescia University College, King's University College and Fanshawe College

University Students' Council, Western University: Tobi Solebo, President and Mitchell Pratt, President-Elect

Huron University College Students' Council: Dylan Matthews, President and Inam Teja, President-Elect

Brescia University College Students' Council: Rachel Ogilvie, President and Mikaila Hunter, President-Elect

King's University College Students' Council: Violette Khammad, President and Hadia Fiaz, President-Elect

Society of Graduate Students, Western University: Mary Blake Bonn, President

Fanshawe Student Union: Morganna Sampson, President and Jahmoyia Smith, President-Elect

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

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

4.1 Land Acquisition/Solicitor-Client Privileged Advice (6.1/8/CSC)

A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation

pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition

4.2 Land Acquisition/Solicitor-Client Privileged Advice (6.2/8/CSC)

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

4.3 Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations/Confidential Trade Secret or Scientific, Technical, Commercial or Financial information Belonging to the City (6.1/6/CWC)

A matter pertaining to a position, plan, procedure, criteria or instruction to be applied to negotiations carried on by the Corporation, including communications for that purpose, and commercial or financial information that belongs to the municipality that has monetary value or potential monetary value, including communications for that purpose, as it relates to a Request for Proposals process being conducted by Union Gas Limited.

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

6. Communications and Petitions

7. Motions of Which Notice is Given

8. Reports

8.1 8th Report of the Corporate Services Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Advance Voting Days (Relates to Bill No.163)
3. (2.2) Restricted Acts of Council after Nomination Day and Voting Day
4. (2.6) Former Legendary Drive Road Allowance Declare Surplus and Transfer
5. (2.3) Report of the Downtown Monitored Surveillance Camera Program
6. (2.4) Year 2018 Tax Policy
7. (2.5) 2018 Education Tax Rates (Relates to Bill No.161)
8. (4.2) Request for Designation of the Food Festival as a Municipally Significant Event
9. (4.3) Request for Designation of the London Rib Fest as a Municipally Significant Event
10. (4.1) 2017 London Convention Centre Operational Results
11. (4.4) Board of Directors - Federation of Canadian Municipalities
12. (5.1) Report of the Federation of Canadian Municipalities Board of Directors Meeting - Laval, QC - March 5-9, 2018
13. (5.2) Request for Proposal - Host for AMO Annual Conference 2021, 2023

8.2 6th Report of the Civic Works Committee

108

1. Disclosures of Pecuniary Interest
2. (2.2) Contract Award - Tender No. T18-16 - Infrastructure Renewal Project - Contract 15 - Main Street
3. (2.3) Single Source 18-08 - Supply and Delivery of Traffic Paint
4. (2.5) 4th Report of the Cycling Advisory Committee
5. (2.1) 2018 Annual Warranted Sidewalk Program
6. (2.4) Outcome of Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Applications
7. (4.1) Paratransit

8. (4.2) Pedestrian Safety
 9. (5.1) Deferred Matters List
- 8.3 6th Report of the Planning and Environment Committee 113
1. Disclosures of Pecuniary Interest
 2. (2.1) The City of London Urban Agriculture Steering Committee
 3. (2.2) Passage of Designating Bylaw - 163 Oxford Street East (Relates to Bill No. 164)
 4. (2.3) Passage of Designating Bylaw - 440 Grey Street (Relates to Bill No. 165)
 5. (2.4) Application - 1013, 1133, 1170 and 1250 Meadowlark Ridge (P-8727) (Relates to Bill No. 162)
 6. (2.5) 8076 Longwoods Road (Z-8735)
 7. (3.1) 4th Report of the Environmental and Ecological Planning Advisory Committee
 8. (3.2) Application - 1039, 1041, 1043, 1045 and 1047 Dundas Street (Z-8862) (Relates to Bill No. 174)
 9. (3.3) 2nd Report of the Agriculture Advisory Committee
 10. (4.1) Neighbourhood School Strategy - Evaluation of Surplus School Sites
- 8.4 7th Report of the Community and Protective Services Committee 126
1. Disclosures of Pecuniary Interest
 2. (2.1) RFP18-07 - Consulting Services - Thames Valley Corridor - SoHo Neighbourhood
 3. (2.2) RFP 17-36 - London Fire Department - Enterprise Wide Management / Administration Software (Relates to Bill No. 160)
 4. (2.3) Single Source Procurement - SS18-14 - Recreation Activity Management System
 5. (2.4) 3rd Report of the Animal Welfare Advisory Committee
 6. (3.1) Community Gardens and the Mayor's New Year's Honour List Award for Accessibility
 7. (4.1) By-law L.-130-71
 8. (4.2) Day in a Chair
 9. (4.3) 3rd Report of the Accessibility Advisory Committee
 10. (4.4) 3rd Report of the Community Safety and Crime Prevention Advisory Committee
 11. (4.5) 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

12. (5.1) Deferred Matters List

9. **Added Reports**

9.1 8th 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. 159 By-law No. A.- _____

A by-law to confirm the proceedings of the Council Meeting held on the 10 th day of April, 2018. (City Clerk) | 165 |
| 13.2 | Bill No. 160 By-law No. A.- _____

A by-law to approve a Service Agreement between The Corporation of the City of London and ICO Technologies to access Software as a Service for a Records Management and Reporting Software Solution for Fire Services. (2.2/7/CPSC) | 166 |
| 13.3 | Bill No. 161 By-law No. A.- _____

A by-law levying rates for 2018 for school purposes in the City of London. (2.5/8/CSC) | 194 |
| 13.4 | Bill No. 162 By-law No. C.P.- _____

A by-law to exempt from Part Lot Control, lands located at 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as a Parts of Blocks 1, 3, 4 and 13 in Registered Plan 33M-603, more particularly described as Parts 1-35 in Plan 33R-20017 in the City of London and County of Middlesex. (2.4/6/PEC) | 198 |
| 13.5 | Bill No. 163 By-law No. E.-181()-____

A by-law to amend By-law No. E.-181-115 being “A By-law to establish the dates for advance voting and the hours during which voting places shall be open on those dates for the 2018 Municipal Election” by providing for an additional advance voting day on October 4, 2018. (2.1/8/CSC) | 199 |
| 13.6 | Bill No. 164 By-law No. L.S.P.- _____

A by-law to designate 163 Oxford Street East to be of cultural heritage value or interest. (2.2/6/PEC) | 200 |
| 13.7 | Bill No. 165 By-law No. L.S.P.- _____

A by-law to designate 440 Grey Street to be of cultural heritage value or interest. (2.3/6/PEC) | 203 |
| 13.8 | Bill No. 166 By-law No. S.- _____ | 205 |

	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, east and west of Glengarry Avenue). (Chief Surveyor - require dedication at the present time (due to an oversight in 1960) as public highway)	
13.9	Bill No. 167 By-law No. S.- _____	207
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road, west of Foxwood Avenue). (Chief Surveyor - that require dedication at the present time as public highway)	
13.10	Bill No. 168 By-law No. S.- _____	209
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Canvas Way and as part of Superior Drive). (Chief Surveyor - , to be dedicated as public highway for unobstructed legal access throughout the Subdivision)	
13.11	Bill No. 169 By-law No. S.- _____	211
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Blue Heron Drive). (Chief Surveyor - for unobstructed legal access throughout the Subdivision)	
13.12	Bill No. 170 By-law No. S.- _____	213
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sunray Avenue, east of Colonel Talbot Road). (Chief Surveyor - pursuant to Consent B.013/17 and in accordance with Zoning By-law Z-1)	
13.13	Bill No. 171 By-law No. S.- _____	215
	A by-law to assume certain works and services in the City of London. (Foxwood Crossing – Phase 1; 33M-546). (City Engineer)	
13.14	Bill No. 172 By-law No. S.- _____	216
	A by-law to assume certain works and services in the City of London. (Foxwood Crossing – Phase 2; 33M-690). (City Engineer)	
13.15	Bill No. 173 By-law No. W.- _____	217
	A by-law to authorize the Road Networks Improvements (Project No. TS144618). (2.4c/5/CWC)	
13.16	Bill No. 174 By-law No. Z.-1-18____	218
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1039, 1041, 1043, 1045, 1047 Dundas Street. (3.2/6/PEC)	

14. Adjournment



Council Minutes

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

Present: Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, J. Zaifman
Absent: P. Squire
Also Present: M. Hayward, A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, J.M. Fleming, G. Kotsifas, L. Livingstone, M. Marcellin, P. McKague, D. Mounteer, D. O'Brien, D. Popadic, D. Purdy, M. Ribera, L. Rowe, K. Scherr, B. Somers, S. Stafford, K. Van Lammeren, B. Warner and R. Wilcox.

The meeting was called to order at 4:04 PM.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in clauses 5.1 and 5.2 of the 7th Report of the Corporate Services Committee, having to do with the Workplace Harassment and Discrimination Prevention Policy, as well as recent allegations of harassment, respectively, by indicating that the scope of these matters delve into unions and there is a recommended referral to boards and commissions, and he oversees CUPE 101 employees at the Middlesex-London Health Unit.

Councillor S. Turner further discloses a pecuniary interest in clause 3.2 of the 5th Report of the Planning and Environment Committee, having to do with property located at 825 Commissioners Road East, as the agency involved is Childreach, which is his spouse's employer.

Councillor V. Ridley discloses a pecuniary interest in clause 5.2 of the Civic Works Committee, including the related Bill No. 130, both 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 spouse is employed by Union Gas.

Councillor J. Helmer discloses a pecuniary interest in clauses 3.6 and 3.7 of the 5th Report of the Planning and Environment Committee, having to do with 504 and 491 English Street, respectively, by indicating that he has an interest in a property within 250 metres of the subject properties.

Councillor M. Salih discloses a pecuniary interest in clause 2.1 of the 4th Report of the Strategic Priorities and Policy Committee, having to do with arrangements for the City of London to become a Sanctuary City/Access to Service Without Fear City, by indicating that he is employed by the Federal Government.

Councillor P. Hubert discloses a pecuniary interest in clause 2.8 of the 7th Report of the Corporate Services Committee, having to do with the declaration as surplus and sale of 1694 Evangeline Street and 126 Hamilton Road, by indicating that he is the Executive Director of a social services agency affiliated with the London Community Woodshop and there is a potential relationship with the properties.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: M. Salih
Seconded by: B. Armstrong

That pursuant to section 6.4 of the Council Procedure By-law, the order of business be changed to permit consideration of Item 9 of the 5th Report of the Civic Works Committee to be dealt with prior to Stage IV Council, In Closed Session.

Yeas: (11): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, T. Park, and J. Zaifman

Nays: (3): V. Ridley, S. Turner, and H. Usher

Absent (1): P. Squire

Motion Passed (11 to 3)

3.1 5th Report of the Civic Works Committee

1. Item 9 - 3rd Report of the Rapid Transit Implementation Working Group

Motion made by: V. Ridley

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

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

Nays: (1): M. Salih

Absent (1): P. Squire

Motion Passed (13 to 1)

4. Council, In Closed Session

Motion made by: P. Hubert
Seconded by: J. Helmer

That pursuant to section 6.4 of the Council Procedure By-law, the order of business be changed to permit Stage XII Emergent Motions to be considered prior to Stage IV, Council, In Closed Session to provide for an additional In Closed Session matter.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

Motion made by: P. Hubert
Seconded by: J. Helmer

That pursuant to section 20.2 of the Council Procedure By-law, leave be given for the introduction of an emergent motion with respect to 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, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent (1): P. Squire

Motion Passed (14 to 0)

Motion made by: P. Hubert

Seconded by: J. Helmer

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

1. Litigation/Potential Litigation

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality regarding a Notice of Application issued on March 7, 2018 bearing court file #515/18.

2. Land Acquisition/Disposition/Solicitor-Client Privileged Advice

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

3. Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; 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; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

4. Personal Matters/Employment-Related Matters/Litigation or Potential Litigation

(ADDED) 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, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent (1): P. Squire

Motion Passed (14 to 0)

The Council rises and goes into the Council, In Closed Session, at 4:39 PM, with Mayor M. Brown in the Chair and all Members present except Councillor P. Squire.

At 4:40 PM, Councillor S. Turner leaves the meeting.

At 4:51 PM, Councillor S. Turner enters the meeting.

The Council, In Closed Session, rises at 5:15 PM and Council reconvenes at 5:19 PM, with Mayor M. Brown in the Chair and all Members present except Councillor P. Squire.

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

Motion made by: H. Usher

Seconded by: B. Armstrong

That the Minutes of the 5th and 6th Meetings, held on March 6, 2018 and March 12, 2018, respectively, BE APPROVED.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: S. Turner

Seconded by: B. Armstrong

That the communications BE RECEIVED and BE REFERRED as noted on the Agenda and the Added Agenda.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 5th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That Items 1 to 18, excluding Items 11 and 16 BE APPROVED.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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)

Motion made by: M. Cassidy

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

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)

Motion made by: M. Cassidy

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

- 4. Provincial Development Charges Rebate Program (Relates to Bill No. 134)

Motion made by: M. Cassidy

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

- 5. Anti-Human Trafficking Community Supports Fund (Relates to Bill No. 135)

Motion made by: M. Cassidy

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

6. Municipal Golf – Agreement with Ultimate Golf Club Inc. (formerly London Golf Club) (Relates to Bill No. 136)

Motion made by: M. Cassidy

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

7. London's Homeless Prevention System - Homeless Management Information System – Hosting Agreement (Relates to Bill No.s. 137 & 138)

Motion made by: M. Cassidy

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

8. 3rd Report of the London Housing Advisory Committee

Motion made by: M. Cassidy

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

9. 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: M. Cassidy

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

10. 2nd Report of the Accessibility Advisory Committee

Motion made by: M. Cassidy

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

Motion Passed

12. Special Events Fee - Indigenous Bands and Indigenous Organizations

Motion made by: M. Cassidy

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.

Motion Passed

13. Salvation Army Commissioning

Motion made by: M. Cassidy

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.

Motion Passed

14. Taxi Plate Issuing

Motion made by: M. Cassidy

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)

Motion Passed

15. United Way Elgin Middlesex - One Year Update - London for All

Motion made 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.

Motion Passed

17. Deferred Matters List

Motion made by: M. Cassidy

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

Motion Passed

18. 4th Report of the London Housing Advisory Committee

Motion made by: M. Cassidy

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

Motion Passed

11. Request for Support for UN Safe Cities Initiative - ANOVA

Motion made by: M. Cassidy

That Item 11 BE APPROVED.

Motion made by: M. Cassidy

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,

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

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

Absent (1): P. Squire

Motion Passed (14 to 0)

Motion made by: M. Cassidy

The motion to approve part b) IS PUT:

- 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;

Yeas: (2): M. van Holst, and B. Armstrong

Nays: (12): Mayor M. Brown, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent (1): P. Squire

Motion Failed (2 to 12)

Motion made by: M. Cassidy

Seconded by: Mayor M. Brown

That the following BE APPROVED:

- b) the City Manager BE DIRECTED to identify a staff person, within The Corporation of the City of London, to provide

interim assistance to ANOVA for 14 – 16 hours per week, for a period of up to two months, with respect to this initiative, in order to permit sufficient time for ANOVA to recruit and hire an outside individual to provide the required assistance for a period of up to 7 months; and,

c) in addition to the funding identified in a), above, additional funding in the amount of up to \$15,000 BE PROVIDED to ANOVA to cover the cost of the individual being proposed for hire in part b); it being noted that the cost of hiring an outside individual will be more cost effective than utilizing City staff for this purpose.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

Clause 11, as amended, reads as follows:

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;

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

b) the City Manager BE DIRECTED to identify a staff person, within The Corporation of the City of London, to provide interim assistance to ANOVA for 14 – 16 hours per week, for a period of up to two months, with respect to this initiative, in order to permit sufficient time for ANOVA to recruit and hire an outside individual to provide the required assistance for a period of up to 7 months; and,

c) in addition to the funding identified in a), above, additional funding in the amount of up to \$15,000 BE PROVIDED to ANOVA to cover the cost of the individual being proposed for hire in part b); it being noted that the cost of hiring an outside individual will be more cost effective than utilizing City staff for this purpose.

16. 2nd Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: M. Cassidy

That Item 16 BE APPROVED.

Amendment:

Motion made by: M. Cassidy

Seconded by: A. Hopkins

That part e) BE AMENDED by deleting the words “Division Manager, Roadway Lighting and Traffic Control” and by replacing them with the words “Division Manager of Transportation Planning & Design”.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

Amendment:

Motion made by: M. Cassidy
Seconded by: A. Hopkins

Approve clause 16, as amended.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

Clause 16, as amended, reads as follows:

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, 3018:

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 of Transportation Planning & Design 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.

8.2 7th Report of the Corporate Services Committee

Motion made by: J. Helmer

That Items 1 to 12, excluding Item 9, BE APPROVED.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

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.

Motion Passed

2. London Downtown Business Association 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 124)

Motion made by: J. Helmer

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.

Motion Passed

3. Old East Village Business Association 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 125)

Motion made by: J. Helmer

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.

Motion Passed

4. Argyle Business Improvement Area 2018 Proposed Budget - Municipal Special Levy (Relates to Bill No. 126)

Motion made by: J. Helmer

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.

Motion Passed

5. Hyde Park Business Association 2018 Proposed Budget -
Municipal Special Levy (Relates to Bill No. 127)

Motion made by: J. Helmer

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

6. 2017 Annual Update on Budweiser Gardens

Motion made by: J. Helmer

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.

Motion Passed

7. 2017 Statement of Remuneration and Expenses - Elected and Appointed Officials

Motion made by: J. Helmer

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

8. Public Sector Salary Disclosure Act Report for Calendar Year 2017

Motion made by: J. Helmer

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

10. Consideration of Appointment to the Transportation Advisory Committee

Motion made by: J. Helmer

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.

Motion Passed

11. Consideration of Appointment to the Town and Gown Committee

Motion made by: J. Helmer

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.

Motion Passed

12. Request for Designation of the Forked Fest as a Municipally Significant Event

Motion made by: J. Helmer

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.

Motion Passed

9. Declare Surplus and Sale - 1694 Evangeline Street and 126 Hamilton Road

Motion made by: J. Helmer

That Item 9 BE APPROVED.

Amendment:

Motion made by: M. van Holst

Seconded by: B. Armstrong

That the portion of Item 9 that relates to 126 Hamilton Road BE REFERRED back to the Corporate Services Committee to allow Councillor van Holst to review opportunities with the Civic Administration with respect to this property.

Yeas: (8): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, A. Hopkins, V. Ridley, and H. Usher

Nays: (5): M. Cassidy, J. Morgan, S. Turner, T. Park, and J. Zaifman

Recuse: (1): P. Hubert

Absent (1): P. Squire

Motion Passed (8 to 5)

Amendment:

Motion made by: J. Helmer

Seconded by: J. Zaifman

That the portion of Item 9 pertaining to actions with respect to 1694 Evangeline Street BE APPROVED.

Yeas: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Recuse: (1): P. Hubert

Absent (1): P. Squire

Motion Passed (13 to 0)

Clause 9, as amended, reads as follows:

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 following City-owned properties:

a) the property located 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, BE DECLARED surplus;

b) the property noted in a) above BE DISPOSED of to fulfil the Municipal Council resolution, from its meeting held on November 14, 2017, directing that this property be vested and sold after entering into an agreement with creditors having liens on the property; it being noted that this property failed to sell at a municipal tax sale and was 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; and,

c) consideration of the property located at 26 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 BE REFERRED back to the Corporate Services Committee to allow time for discussions between Councillor van Holst and the Civic Administration with respect to potential opportunities for the use of the property.

13. Workplace Harassment and Discrimination Prevention Policy

Motion made by: J. Helmer

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.

Yeas: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, T. Park, and J. Zaifman

Recuse: (1): S. Turner

Absent (1): P. Squire

Motion Passed (13 to 0)

14. Recent Allegations of Harassment

Motion made by: J. Helmer

That Item 14 BE APPROVED.

Amendment:

Motion made by: J. Morgan

Seconded by: V. Ridley

That parts e) and f) of Item 14 BE AMENDED to read as follows:

"e) the City Manager BE DIRECTED to immediately carry out a third party investigation throughout the Corporation, concerning allegations of a culture of harassment and abuse;

f) the City Manager BE REQUESTED to provide updates to the Corporate Services Committee regarding the policy and process review and changes, at the appropriate points in time, with the first update to be received by June 2018;"

Yeas: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, T. Park, and J. Zaifman

Recuse: (1): S. Turner

Absent (1): P. Squire

Motion Passed (13 to 0)

Amendment:

Motion made by: J. Morgan

Seconded by: V. Ridley

That part g) of Item 14 BE AMENDED to read as follows:

g) the Executive Director of the London Abused Women's Centre, BE REQUESTED to share letters concerning allegations of a culture of harassment and abuse 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;"

Yeas: (11): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and J. Zaifman

Nays: (2): J. Morgan, and T. Park

Recuse: (1): S. Turner

Absent (1): P. Squire

Motion Passed (11 to 2)

Amendment:

Motion made by: J. Morgan

Seconded by: V. Ridley

Motion to Approve Item 14, as amended.

Yeas: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, T. Park, and J. Zaifman

Recuse: (1): S. Turner

Absent (1): P. Squire

Motion Passed (13 to 0)

Item 14, as amended, reads as follows:

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 throughout the Corporation, concerning allegations of a culture of harassment and abuse;
- f) the City Manager BE REQUESTED to provide updates to the Corporate Services Committee regarding the policy and process review and changes, at the appropriate points in time, with the first update to be received by June 2018;
- g) the Executive Director of the London Abused Women's Centre BE REQUESTED to share the letters concerning allegations of a culture of harassment and abuse 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.

Motion made by: P. Hubert
 Seconded by: M. van Holst

Motion to Approve that Council recess.

Motion Passed

Council recesses at 6:36 PM and reconvenes at 7:20 PM, with Mayor M. Brown in the Chair and all Members present except Councillor H.L. Usher.

8.3 5th Report of the Civic Works Committee

Motion made by: V. Ridley

That items 1 to 20 BE APPROVED, excluding Items 2, 9, 12, 13, 14 and 18.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: V. Ridley

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.

Motion Passed

3. Private and Public Works Impacting the Transportation Network

Motion made by: V. Ridley

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

4. New Public Electric Vehicle (EV) Charging Stations (Relates to Bill No. 145)

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental & Engineering Services & City Engineer,

- 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 ~~attached~~ proposed revisions to the Traffic & Parking By-law (PS-113) (Appendix A) 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

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

Motion made by: V. Ridley

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,
- f) 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

6. Contract Award: Tender No. 18-04 - 2018 Infrastructure Renewal Program - York Street Sewer Separation Phase 1 Project (Relates to Bill No. 129)

Motion made by: V. Ridley

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,

f) 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

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

Motion made by: V. Ridley

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

8. 2017 Annual Water Board Summary Reports

Motion made by: V. Ridley

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.

(2018-E08)

Motion Passed

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

Motion made by: V. Ridley

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)

Motion Passed

11. 2018 Renew London Infrastructure Construction Program and 2017 Renew London Post Construction Overview Report

Motion made by: V. Ridley

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)

Motion Passed

15. 2nd Report of the Waste Management Working Group

Motion made by: V. Ridley

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.

Motion Passed

16. 3rd Report of the Cycling Advisory Committee

Motion made by: V. Ridley

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.

Motion Passed

17. Deferred Matters List

Motion made by: V. Ridley

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

Motion Passed

19. Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Transfer Payment Agreement for the Bike Share System (Relates to Bill No. 131)

Motion made by: V. Ridley

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)

Motion Passed

20. 2030 Smart Moves Transportation Master Plan

Motion made by: V. Ridley

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.

Motion Passed

2. 2018 Ontario Municipal Commuter Cycling (OMCC) Program

Motion made by: V. Ridley

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

Absent (1): P. Squire

Motion Passed (14 to 0)

9. 3rd Report of the Rapid Transit Implementation Working Group

Note: this matter was addressed at the beginning of the meeting - see Item 3.1, above.

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

Motion made by: V. Ridley

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

Absent (1): P. Squire

Motion Passed (14 to 0)

At 8:00 PM, Councillor M. Cassidy leaves the meeting.

13. Amendments to the Traffic and Parking By-law (Relates to Bill No. 146)

Motion made by: V. Ridley

That Item 13 BE APPROVED.

Motion made by: V. Ridley

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

Absent (2): M. Cassidy, and P. Squire

Motion Passed (13 to 0)

Amendment:

Motion made by: S. Turner

Seconded by: V. Ridley

That the by-law appended to Item 13 BE FURTHER REVISED to exclude the amendments pertaining to Devonshire Avenue.

Yeas: (6): M. van Holst, B. Armstrong, M. Salih, P. Hubert, V. Ridley, and S. Turner

Nays: (7): Mayor M. Brown, J. Helmer, J. Morgan, A. Hopkins, H. Usher, T. Park, and J. Zaifman

Absent (2): M. Cassidy, and P. Squire

Motion Failed (6 to 7)

Amendment:

Motion made by: S. Turner

Seconded by: J. Morgan

That Item 13 BE AMENDED by adding a new part c) as follows:

c) that the Managing Director, Environmental and Engineering Services and City Engineer BE REQUESTED to review and report back on the policy governing responses to surveys pertaining to the Traffic and Parking By-law.

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

Absent (2): M. Cassidy, and P. Squire

Motion Passed (13 to 0)

Item 13, as amended, reads as follows:

That the following actions be taken with respect 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);

b) the communications from L. Starr, D. E. Jackson and P. Churchill, as appended to the agenda, be RECEIVED; and,

c) the Managing Director, Environmental and Engineering Services and City Engineer BE DIRECTED to review and report back on the policy governing responses to surveys pertaining to the Traffic and Parking By-law.

At 8:13 PM, Councillor M. Cassidy enters the meeting.

At 8:13 PM, Councillor P. Hubert leaves the meeting.

14. 2nd Report of the Transportation Advisory Committee

Motion made 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: (12): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, M. Cassidy, J. Morgan, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Nays: (1): J. Helmer

Absent (2): P. Squire, and P. Hubert

Motion Passed (12 to 1)

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)

Motion made by: T. Park

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: (12): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, H. Usher, T. Park, and J. Zaifman

Recuse: (1): V. Ridley

Absent (2): P. Squire, and P. Hubert

Motion Passed (12 to 0)

8.4 5th Report of the Planning and Environment Committee

Motion made by: S. Turner

That Items 1 to 25, excluding Items 15, 17 18, 19 and 22 BE APPROVED.

Yeas: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent (2): P. Squire, and P. Hubert

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Turner

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.

Motion Passed

2. 4th Report of the Advisory Committee on the Environment

Motion made by: S. Turner

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

Motion Passed

3. 2nd Report of the Trees and Forest Advisory Committee

Motion made by: S. Turner

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

Motion Passed

4. Sidewalk Patio Standards and Application Process

Motion made by: S. Turner

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

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)

Motion made by: S. Turner

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

6. 328 Hamilton Road

Motion made by: S. Turner

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

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

Motion made by: S. Turner

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

8. Planning Application - 3493 Colonel Talbot (H-8756) (Relates to Bill No.152)

Motion made by: S. Turner

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

9. Planning Application - 1245 Michael Street (H-8857) (Relates to Bill No. 153)

Motion made by: S. Turner

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

10. Planning Application - 770 Whetter Avenue (H-8873) (Relates to Bill No. 154)

Motion made by: S. Turner

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

11. Building Division Monthly Report for January 2018

Motion made by: S. Turner

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

Motion Passed

12. Single Source Procurement (#18-10) for Mobiinspect: Partho's Mobile Application (Relates to Bill No. 128)

Motion made by: S. Turner

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

13. Annual Report on Building Permit Fees

Motion made by: S. Turner

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

14. Planning Application - 50 Charterhouse Crescent (Z-8834) (Relates to Bill No. 155)

Motion made by: S. Turner

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)

Motion Passed

16. Planning Application - 1176, 1200 and 1230 Hyde Park Road (O-8822) (Relates to Bill No. 139)

Motion made by: S. Turner

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)

Motion Passed

20. Planning Application - 491 English Street - Demolition Request and Heritage Alteration Permit Application

Motion made by: S. Turner

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)

Motion Passed

21. 3rd Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: S. Turner

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.

Motion Passed

23. Old East Village Business Improvement Area (BIA) Request for Boundary Expansion

Motion made by: S. Turner

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)

Motion Passed

24. PEC Deferred List

Motion made by: S. Turner

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.

Motion Passed

25. 4th Report of the London Advisory Committee on Heritage

Motion made by: S. Turner

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.

Motion Passed

At 9:09 PM, Councillor P. Hubert enters the meeting.

15. Planning Application - 825 Commissioners Road (Z-8860) (Relates to Bill No. 156)

Motion made 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 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: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, T. Park, and J. Zaifman

Recuse: (1): S. Turner

Absent (1): P. Squire

Motion Passed (13 to 0)

At 9:17 PM, His Worship the Mayor places Councillor P. Hubert in the Chair, and takes a seat at the Council Board.

At 9:20 PM, His Worship the Mayor resumes the Chair and Councillor P. Hubert takes his seat at the Council Board.

17. Wonderland Road Community Enterprise Corridor (Relates to Bill No. 140)

Motion made by: A. Hopkins

That Item 17 BE APPROVED.

Motion made by: T. Park

Seconded by: A. Hopkins

That pursuant to section 9.6 of the Council Procedure By-law, Councillor J. Zaifman be permitted to speak longer than 5 minutes with respect to this matter.

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

Absent (1): P. Squire

Motion Passed (14 to 0)

Motion made by: H. Usher

Seconded by: T. Park

That pursuant to section 9.6 of the Council Procedure By-law, Councillor S. Turner be permitted to speak longer than 5 minutes with respect to this matter.

Yeas: (13): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H. Usher, T. Park, and J. Zaifman

Nays: (1): V. Ridley

Absent (1): P. Squire

Motion Passed (13 to 1)

Motion made by: A. Hopkins

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: (7): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, and V. Ridley

Nays: (7): B. Armstrong, M. Salih, J. Morgan, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent (1): P. Squire

Motion Failed (7 to 7)

Motion made by: M. Cassidy
Seconded by: Mayor M. Brown

That pursuant to section 13.2 of the Council Procedure By-law reconsideration of Item 17 BE APPROVED, to permit a correction of a vote of a member of Council.

Yeas: (13): Mayor M. Brown, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Nays: (1): M. van Holst

Absent (1): P. Squire

Motion Passed (13 to 1)

Motion made by: A. Hopkins
Seconded by: Mayor M. Brown

That Item 17 BE APPROVED.

Yeas: (6): Mayor M. Brown, M. van Holst, M. Cassidy, P. Hubert, A. Hopkins, and V. Ridley

Nays: (8): B. Armstrong, M. Salih, J. Helmer, J. Morgan, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent (1): P. Squire

Motion Failed (6 to 8)

18. Planning Application - Hamilton Road Area Community Improvement Plan (O-8866) (Relates to Bill No.'s 141, 142 and 143)

At 9:38 PM Councillors V. Ridley and J. Zaifman leave the meeting.

Motion made by: S. Turner

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)

At 9:55 PM, Councillor P. Hubert enters the meeting.

Motion made by: A. Hopkins

That Item 18 BE APPROVED, excluding part f).

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

Absent (3): P. Squire, V. Ridley, and J. Zaifman

Motion Passed (12 to 0)

Motion made by: A. Hopkins

Motion to approve part f) which reads as follows:

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,

Yeas: (11): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, and H. Usher

Nays: (1): S. Turner

Absent (3): P. Squire, T. Park, and J. Zaifman

Motion Passed (11 to 1)

19. Planning Application - 504 English Street - Demolition Request and Heritage Alteration Permit Application

Motion made by: S. Turner

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: (10): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Turner, H. Usher, and T. Park

Absent (5): P. Squire, P. Hubert, A. Hopkins, V. Ridley, and J. Zaifman

Motion Passed (10 to 0)

22. Planning Application - 499 Sophia Crescent (H-8791) (Relates to Bill No. 157)

Motion made by: S. Turner

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)

Amendment:

Motion made by: S. Turner

That parts a) and b) BE APPROVED, which read as follows:

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,

Yeas: (1): H. Usher

Nays: (10): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, S. Turner, and T. Park

Absent (4): P. Squire, A. Hopkins, V. Ridley, and J. Zaifman

Motion Failed (1 to 10)

Amendment:

Motion made by: J. Morgan
Seconded by: M. Cassidy

That Item 22 BE AMENDED to read as follows:

That the following actions be taken with respect to the application of West Coronation Developments Limited relating to the property located at 499 Sophia Crescent:

- a) the attached proposed revised by-law BE INTRODUCED at the Municipal Council meeting 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 Residential R5/R6/R8 (R5-4/R6-4/R8-2) Zone, to remove the h*h-34* and the *h-100* holding provisions; and,
- b) 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.

Yeas: (11): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, S. Turner, H. Usher, and T. Park

Absent (4): P. Squire, A. Hopkins, V. Ridley, and J. Zaifman

Motion Passed (11 to 0)

Item 22, as amended reads as follows:

That the following actions be taken with respect to the application of West Coronation Developments Limited relating to the property located at 499 Sophia Crescent:

- a) the attached proposed revised 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 Holding Residential R5/R6/R8 (h*h-34*h-100*R5-4/R6-4/R8-2) Zone TO a Residential R5/R6/R8 (R5-4/R6-4/R8-2) Zone, to remove the h*h-34* and the *h-100* holding provisions; and,
- b) 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.

9. Added Reports

9.1 4th Report of Strategies and Priorities and Policy Committee

Motion made by: P. Hubert

That Items 1 to 14, excluding Items 2, 4 and 5, BE APPROVED.

Yeas: (11): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, S. Turner, H. Usher, and T. Park

Absent (4): P. Squire, A. Hopkins, V. Ridley, and J. Zaifman

Motion Passed (11 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Hubert

That it BE NOTED that Councillor M. Salih disclosed a pecuniary interest in clause 2.1 of this Report, having to do with arrangements for the City of London to become a Sanctuary City/Access to Service Without Fear City, by indicating that he is employed by the Federal Government.

Motion Passed

3. London Community Grants Program: 2017 Annual Report and 2018 Innovation and Capital Stream Outcomes and Sustainability Plans

Motion made by: P. Hubert

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the staff report dated March 26, 2018, providing an update on the London Community Grants Program, BE RECEIVED for information.

Motion Passed

6. London Medical Network - Annual Update

Motion made by: P. Hubert

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the ~~attached~~ presentation from Dr. Michael Strong and Dr. David Hill, London Medical Network, with respect to the London Medical Network.

Motion Passed

7. London Economic Development Corporation - Annual Update

Motion made by: P. Hubert

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the ~~attached~~ presentation from K. Lakhotia, President and CEO, London Economic Development Corporation.

Motion Passed

8. London Small Business Centre - Annual Update

Motion made by: P. Hubert

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the ~~attached~~ presentation from S. Pellarin, Executive Director, London Small Business Centre.

Motion Passed

9. TechAlliance - Annual Update

Motion made by: P. Hubert

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the ~~attached~~ presentation from M. Sinclair, President, TechAlliance.

Motion Passed

10. London Middlesex Housing Corporation

Motion made by: P. Hubert

That the following actions be taken with respect to the London & Middlesex Housing Corporation Board of Directors:

- a) the resignation of C. Meetun BE ACCEPTED;
- b) the communication dated March 15, 2018, from M. Buzzelli, Chair, Board of Directors, London and Middlesex Housing Corporation of Directors, BE RECEIVED; and
- c) selection of a member to fill the current vacancy on the London Middlesex Housing Corporation BE REFERRED to the next meeting of the Strategic Priorities and Policy Committee in order to allow time for the Council Members to receive additional information regarding eligibility of certain applicants to fill the vacancy.

Motion Passed

11. London Middlesex Housing Corporation - Request for a Shareholder's Meeting

Motion made by: P. Hubert

That the following actions be taken with respect to the 2017 Annual General Meeting of the Shareholder for the London & Middlesex Housing Corporation:

- a) the 2018 Annual General Meeting of the Shareholder for the London & Middlesex Housing Corporation BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 25, 2018, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Housing Corporation in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2017 Annual Meeting to the Board of Directors for the London & Middlesex Housing Corporation and to invite the Chair of the Board and the Executive Director of the London & Middlesex Housing Corporation to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 15, 2018, from M. Buzzelli, Chair, Board of Directors, London & Middlesex Housing Corporation, with respect to this matter.

Motion Passed

12. Housing Development Corporation, London - Request for a Shareholder's Meeting

Motion made by: P. Hubert

That the following actions be taken with respect to the 2017 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

a) the 2017 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 25, 2018, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2017 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated January 29, 2018 from D. Brouwer, Chair, Housing Development Corporation, London with respect to this matter.

Motion Passed

13. London Convention Centre Corporation Board Appointment Recommendation

Motion made by: P. Hubert

That David Smith BE APPOINTED to the London Convention Centre Board of Directors as the Health Care Representative, effective April 1, 2018 to November 30, 2018.

Motion Passed

14. 7th Report of the Governance Working Group

Motion made by: P. Hubert

That the following actions be taken with respect to the 7th Report of the Governance Working Group, from its meeting held on March 5, 2018:

a) the actions outlined in the revised Council Policy Index appended to the Governance Working Group report dated March 5, 2018 as Appendix “A”, with respect to the Council Policy Manual Modernization process, BE APPROVED with the exception of the Policy related to the dedication of Fire Halls, which is not to be repealed at this point in time in order to allow further review of this matter prior to any action being taken; it being noted that the following revisions are highlighted in bold on Appendix “A”: it being further noted that this would not preclude any future policy amendments that the Municipal Council deems appropriate:

- “Requiring Building Permits for Buildings Constructed More Than One Year Prior” – revise so that the policy is no longer embodied in a communication to a Council Member, but rather in a standard corporate template;
- “Free Downtown Parking During Christmas Season” – revise as needed to ensure that the policy reflects current need and practices;
- “Public Notification Policy for Construction Projects” – revise to reflect the direction in a Council resolution dated November 21, 2017;
- “Mayor – Contracted Staff” – revise, if needed, subsequent to review to ensure that the existing policy appropriately addresses corporate needs;
- “Delegation of Powers and Duties Policy – the Civic Administration to compile a comprehensive listing of delegated authorities;
- “Protocols for Unapproved Aboriginal Burial Sites” – revise before any action is taken to repeal, consultation should be undertaken with the Indigenous community. If consensus is reached, policy can be repealed; and,
- “Value of Parkland Dedication” – revise to require that an accredited appraiser be retained by the applicant to undertake the appraisal, with a provision of reasonableness with respect to the requirement for an appraisal to be undertaken by an accredited appraisal where a small parcel of land is being acquired;

b) on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the revised proposed by-law appended to the Governance Working Group report dated March 5, 2018 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 for the purpose of amending By-law No. A.-6151-17, being the “Council Policy By-law” by repealing and replacing Schedule “B” - “Hiring of Employees Policy” with a new Schedule “B” - “Hiring of Employees Policy” in order to update the Policy to implement nepotism free hiring practices for both internal and external applicants; and

c) clauses 1, 2 and 5 BE RECEIVED.

Motion Passed

2. Arrangements for The City of London to Become a Sanctuary City/Access to Service Without Fear City

Motion made by: S. Turner

That the staff report dated March 26, 2018, entitled “Arrangements for the City of London to Become a Sanctuary City/Access to Service Without Fear City” BE REFERRED back to the Civic Administration in order for the Civic Administration to report back on next steps for London to become a Sanctuary City/Access to Service Without Fear City, including details on modeling options and associated costing, for consideration at a future meeting of the Strategic Priorities and Policy Committee.

Yeas: (8): Mayor M. Brown, B. Armstrong, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, S. Turner, and T. Park

Nays: (2): M. van Holst, and H. Usher

Recuse: (1): M. Salih

Absent (4): P. Squire, A. Hopkins, V. Ridley, and J. Zaifman

Motion Passed (8 to 2)

4. RFP 18-04: City of London Service Review - Consulting Services

Motion made 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 selection of a consultant to undertake the City of London Service Review (RFP 18-04):

- a) the proposal submitted by KPMG LLP, 1400 – 140 Fullarton Street London, ON N6A 5P2 to provide consulting services for the City of London Service Review, at their proposed fees of \$260,000.00 (excluding HST), BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the “Sources of Financing Report” as appended to the staff report dated March 26, 2018 as Appendix “A”;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- d) approval herein given BE CONDITIONAL upon the Corporation entering into a formal agreement or having a purchase order, or contract record relating to the subject matter of this approval; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to these recommendations.

Yeas: (9): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Morgan, P. Hubert, S. Turner, H. Usher, and T. Park

Nays: (2): J. Helmer, and M. Cassidy

Absent (4): P. Squire, A. Hopkins, V. Ridley, and J. Zaifman

Motion Passed (9 to 2)

At 10:07 PM, Councillor A. Hopkins enters the meeting.

5. London's Community Economic Road Map Update

Motion made by: P. Hubert

That, on the recommendation of the City Manager, the recommended next steps associated with the Community Economic Road Map, as outlined in the staff report dated March 26, 2018, BE ENDORSED; it being noted that the Strategic Priorities and Policy Committee heard the attached update from the Director, Community and Economic Innovation with respect to this matter.

Yeas: (8): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, S. Turner, and H. Usher

Nays: (4): B. Armstrong, M. Salih, J. Morgan, and T. Park

Absent (3): P. Squire, V. Ridley, and J. Zaifman

Motion Passed (8 to 4)

9.2 6th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

Motion to Approve the 6th Report of the CPSC.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

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

Absent (3): P. Squire, V. Ridley, and J. Zaifman

Motion Passed (12 to 0)

At 10:17 PM Councillor M. Cassidy leaves the meeting.

Motion made by: M. Salih

Seconded by: J. Helmer

That pursuant to section 13.2 of the Council Procedure By-law reconsideration of part g) of Item 14 of the 7th Report of the Corporate Services Committee BE APPROVED, to provide clarification to the intent of the wording.

Yeas: (10): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, J. Morgan, P. Hubert, A. Hopkins, H. Usher, and T. Park

Recuse: (1): S. Turner

Absent (4): M. Cassidy, P. Squire, V. Ridley, and J. Zaifman

Motion Passed (10 to 0)

At 10:20 PM Councillors M. Cassidy and V. Ridley enter the meeting.

Motion made by: M. Salih

Seconded by: J. Helmer

Motion to Approve part g).

Nays: (12): Mayor M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and T. Park

Recuse: (1): S. Turner

Absent (2): P. Squire, and J. Zaifman

Motion Failed (0 to 12)

Motion made by: J. Helmer
Seconded by: T. Park

Motion to approve the original part g), from the Corporate Services Committee, as follows:

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;

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

Recuse: (1): S. Turner

Absent (2): P. Squire, and J. Zaifman

Motion Passed (12 to 0)

Item 14, in its entirety, reads as follows:

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.

Motion made by: M. van Holst

Seconded by: B. Armstrong

That pursuant to section 2.3 of the Council Procedure By-law, section 11.10 of the said by-law BE SUSPENDED for the purpose of permitting the meeting to proceed beyond 11:00 PM.

Yeas: (10): M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, H. Usher, and T. Park

Nays: (2): V. Ridley, and S. Turner

Absent (2): P. Squire, and J. Zaifman

Motion Passed (10 to 2)

Motion made by: A. Hopkins

Seconded by: J. Helmer

That Council rise and convene as Council, In Closed Session for the purpose of considering the following matters:

4. Personal Matters/Employment-Related Matters/Litigation or Potential Litigation

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

Absent (2): P. Squire, and J. Zaifman

Motion Passed (13 to 0)

The Council rises and goes into the Council, In Closed Session, at 10:30 PM, with Mayor M. Brown in the Chair and all Members present except Councillors T. Park, M. Salih, P. Squire, S. Turner, H. Usher and J. Zaifman.

At 10:32 PM, Councillor S. Turner enters the meeting.

At 10:35 PM, Councillor T. Park enters the meeting.

At 10:36 PM, Councillor H. Usher enters the meeting.

At 10:38 PM, Councillor B. Armstrong leaves the meeting.

At 11:30 PM, Councillor H. Usher leaves the meeting.

At 11:37 PM, Councillor H. Usher enters the meeting.

The Council, In Closed Session, rises at 11:49 PM and Council reconvenes at 11:52 PM, with Mayor M. Brown in the Chair and all Members present except Councillors B. Armstrong, M. Salih, P. Squire and J. Zaifman.

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: H. Usher

Seconded by: J. Helmer

Introduction and First Reading of Bill No.s 123 to the Added Bill No. 158, excluding Bill No.'s 130, 140 and 156 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

Motion made by: J. Helmer

Seconded by: A. Hopkins

Second Reading of Bill No.s 123 to the Added Bill No. 158, excluding Bill No.'s 130, 140 and 156 BE APPROVED.

Yeas: (11): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (11 to 0)

Motion made by: M. van Holst

Seconded by: T. Park

Third Reading and Enactment of Bill No.s 123 to the Added Bill No. 158, excluding Bill No.'s 130, 140 and 156 BE APPROVED.

Yeas: (11): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (11 to 0)

Motion made by: M. van Holst
Seconded by: H. Usher

Introduction and First Reading of Bill No. 156 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and T. Park

Recuse: (1): S. Turner

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

Motion made by: J. Helmer
Seconded by: H. Usher

Second Reading of Bill No. 156 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and T. Park

Recuse: (1): S. Turner

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

Motion made by: J. Helmer
Seconded by: T. Park

Third Reading and Enactment of Reading of Bill No. 156 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and T. Park

Recuse: (1): S. Turner

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

Motion made by: H. Usher
Seconded by: M. van Holst

Introduction and First Reading of Bill No. 130 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H. Usher, and T. Park

Recuse: (1): V. Ridley

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

Motion made by: H. Usher

Seconded by: J. Helmer

Second Reading of Bill No. 130 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H. Usher, and T. Park

Recuse: (1): V. Ridley

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

Motion made by: M. van Holst

Seconded by: S. Turner

Third Reading and Enactment of Reading of Bill No. 130 BE APPROVED.

Yeas: (10): Mayor M. Brown, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H. Usher, and T. Park

Recuse: (1): V. Ridley

Absent (4): B. Armstrong, M. Salih, P. Squire, and J. Zaifman

Motion Passed (10 to 0)

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

Bill No. 123 By-law No. A.- _____	A by-law to confirm the proceedings of the Council Meeting held on the 27 th day of March, 2018. (City Clerk)
Bill No. 124 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 . (2.1/7/CSC)
Bill No. 125 By-law No. A.- _____	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)
Bill No. 126 By-law No. A.- _____	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)
Bill No. 127 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 . (2.4/7/CSC)
Bill No. 128 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. (2.11/5/PEC)

<p>Bill No. 129 By-law No. A.- _____</p>	<p>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)</p>
<p>Bill No. 130 By-law No. A.- _____</p>	<p>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. (5.2/5/CWC)</p>
<p>Bill No. 131 By-law No. A.- _____</p>	<p>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. (5.3/5/CWC)</p>
<p>Bill No. 132 By-law No. A.- _____</p>	<p>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)</p>
<p>Bill No. 133 By-law No. A.- _____</p>	<p>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)</p>
<p>Bill No. 134 By-law No. A.- _____</p>	<p>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. (2.3/5/CPSC)</p>

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)
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)
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)
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)
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)
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)
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)
Bill No. 143 By-law No. C.P.-____	A by-law to adopt the Hamilton Road Area Community Improvement Plan. (3.5b/5/PEC)
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 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)
Bill No. 145 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." (2.3/5/CWC)
Bill No. 146 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." and to repeal By-law No. PS-113-18013. (4.1/5/CWC)

Bill No. 147 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. (City Engineer)
Bill No. 148 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) (City Engineer)
Bill No. 149 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) (City Engineer)
Bill No. 150 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) (City Engineer)
Bill No. 151 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) (pursuant to the Subdivision Agreement for Registered Plan 33M-650) (Chief Surveyor)
Bill No. 152 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. (2.7/5/PEC)
Bill No. 153 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. (2.8/5/PEC)
Bill No. 154 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. (2.9/5/PEC)
Bill No. 155 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. (3.1/5/PEC)
Bill No. 156 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. (3.2/5/PEC)
Bill No. 157 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. (4.2/5/PEC)

14. Adjournment

Motion made by: M. van Holst

Seconded by: T. Park

That the Meeting adjourn.

Motion Passed

The meeting adjourns at 11:57 PM.

Matt Brown, Mayor

Catharine Saunders, City Clerk

Bill No. (Number to be inserted by Clerk's Office)

2018

By-law No. Z.-1- _____

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 the 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;

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., h-34 and h-100 holding provisions so that the zoning of the lands as a Residential R5/R6/R8 (R5-4/R6-4/R8-2) Zone
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

Strategic Priorities and Policy Committee

Report

4th Meeting of the Strategic Priorities and Policy Committee
March 26, 2018

PRESENT: Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park

ABSENT: Mayor M. Brown, P. Squire, J. Zaifman

ALSO PRESENT: M. Hayward, A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, J. Davies, G. Kotsifas, L. Livingstone, P. McKague, M. Ribera, L. Rowe, C. Saunders, K. Scherr, C. Smith, S. Stafford, J. Tansley, K. Van Lammeren, B. Warner, R. Wilcox

The meeting was called to order at 4:02 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor M. Salih disclosed a pecuniary interest in clause 2.1 of this Report, having to do with arrangements for the City of London to become a Sanctuary City/Access to Service Without Fear City, by indicating that he is employed by the Federal Government.

2. Consent

2.1 Arrangements for The City of London to Become a Sanctuary City/Access to Service Without Fear City

Moved by: T. Park

Seconded by: B. Armstrong

That the staff report dated March 26, 2018, entitled "Arrangements for the City of London to Become a Sanctuary City/Access to Service Without Fear City" BE REFERRED back to the Civic Administration in order for the Civic Administration to report back on next steps for London to become a Sanctuary City, including details on modelling options and associated costing, for consideration at a future meeting of the Strategic Priorities and Policy Committee.

Yeas: (8): B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, and T. Park

Nays: (2): M. van Holst, and H. Usher

Absent (4): Mayor M. Brown, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (8 to 2)

2.2 London Community Grants Program: 2017 Annual Report and 2018 Innovation and Capital Stream Outcomes and Sustainability Plans

Moved by: M. Cassidy

Seconded by: T. Park

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the staff report dated March 26, 2018, providing an update on the London Community Grants Program, BE RECEIVED for information.

Yeas: (12): M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Passed (12 to 0)

2.3 RFP 18-04: City of London Service Review - Consulting Services

Moved by: A. Hopkins

Seconded by: T. Park

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 selection of a consultant to undertake the City of London Service Review (RFP 18-04):

- a) the proposal submitted by KPMG LLP, 1400 – 140 Fullarton Street London, ON N6A 5P2 to provide consulting services for the City of London Service Review, at their proposed fees of \$260,000.00 (excluding HST), BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the “Sources of Financing Report” as appended to the staff report dated March 26, 2018 as Appendix “A”;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- d) approval herein given BE CONDITIONAL upon the Corporation entering into a formal agreement or having a purchase order, or contract record relating to the subject matter of this approval; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to these recommendations.

Yeas: (7): M. van Holst, B. Armstrong, P. Hubert, A. Hopkins, S. Turner, H. Usher, and T. Park

Nays: (3): J. Helmer, M. Cassidy, and V. Ridley

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (7 to 3)

3. Scheduled Items

3.1 Not to be heard before 4:00 PM - London's Community Economic Road Map Update

Moved by: J. Helmer

Seconded by: H. Usher

That, on the recommendation of the City Manager, the recommended next steps associated with the Community Economic Road Map, as outlined in the staff report dated March 26, 2018, BE ENDORSED; it being noted that the Strategic Priorities and Policy Committee heard the attached update from the Director, Community and Economic Innovation with respect to this matter.

Yeas: (8): M. van Holst, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, and H. Usher

Nays: (4): B. Armstrong, M. Salih, J. Morgan, and T. Park

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Passed (8 to 4)

Amendment:

Moved by: J. Morgan

Seconded by: V. Ridley

That the City Manager BE DIRECTED to report back on winding up the Community Economic Road Map as it is currently constituted by:

- a) working with relevant stakeholders to take a leadership role on relevant items of value.
- b) tasking the Civic Administration with relevant components of the roadmap that add value;
- c) clarifying the roles of City of London funded economic development organizations by reviewing and updating purchase of service agreements and by ensuring service contracts have appropriate measures, targets, and Council reporting requirements; and
- d) the attached presentation by the Director, Community and Economic Innovation, and the associated staff report dated March 26, 2018, from the City Manager, BE RECEIVED.

Yeas: (5): B. Armstrong, M. Salih, J. Morgan, V. Ridley, and T. Park

Nays: (7): M. van Holst, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, S. Turner, and H. Usher

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Failed (5 to 7)

3.2 Not to be heard before 4:00 PM - Dr. Michael Strong and Dr. David Hill, London Medical Network - Annual Update

Moved by: M. van Holst

Seconded by: H. Usher

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the attached presentation from Dr. Michael Strong and Dr. David Hill, London Medical Network, with respect to the London Medical Network.

Yeas: (12): M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Passed (12 to 0)

3.3 Not to be heard before 4:00 PM - Kapil Lakhotia, President and CEO, London Economic Development Corporation - Annual Update

Moved by: B. Armstrong
Seconded by: A. Hopkins

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the attached presentation from K. Lakhotia, President and CEO, London Economic Development Corporation

Yeas: (12): M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Passed (12 to 0)

3.4 Not to be heard before 4:00 PM - Steve Pellarin, Executive Director, London Small Business Centre - Annual Update

Moved by: H. Usher
Seconded by: M. van Holst

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the attached presentation from S. Pellarin, Executive Director, London Small Business Centre

Yeas: (12): M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Passed (12 to 0)

3.5 Not to be heard before 4:00 PM - Marilyn Sinclair, President, TechAlliance - Annual Update

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

That it BE NOTED that the Strategic Priorities and Policy Committee (SPPC) heard the attached presentation from M. Sinclair, President, TechAlliance

Yeas: (12): M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (3): Mayor M. Brown, P. Squire, and J. Zaifman

Motion Passed (12 to 0)

4. Items for Direction

4.1 London and Middlesex Housing Corporation

Moved by: A. Hopkins
Seconded by: T. Park

That the following actions be taken with respect to the London & Middlesex Housing Corporation Board of Directors:

- a) the resignation of C. Meetun BE ACCEPTED;
- b) the communication dated March 15, 2018, from M. Buzzelli, Chair, Board of Directors, London and Middlesex Housing Corporation of Directors, BE RECEIVED; and

Yeas: (10): M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (10 to 0)

Moved by: A. Hopkins

Seconded by: B. Armstrong

c) selection of a member to fill the current vacancy on the London Middlesex Housing Corporation BE REFERRED to the next meeting of the Strategic Priorities and Policy Committee in order to allow time for the Council Members to receive additional information regarding eligibility of certain applicants to fill the vacancy.

Yeas: (10): M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (10 to 0)

4.2 London and Middlesex Housing Corporation - Request for a Shareholder's Meeting

Moved by: A. Hopkins

Seconded by: T. Park

That the following actions be taken with respect to the 2017 Annual General Meeting of the Shareholder for the London & Middlesex Housing Corporation:

a) the 2018 Annual General Meeting of the Shareholder for the London & Middlesex Housing Corporation BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 25, 2018, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Housing Corporation in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2017 Annual Meeting to the Board of Directors for the London & Middlesex Housing Corporation and to invite the Chair of the Board and the Executive Director of the London & Middlesex Housing Corporation to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 15, 2018, from M. Buzzelli, Chair, Board of Directors, London & Middlesex Housing Corporation, with respect to this matter.

Yeas: (10): M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (10 to 0)

4.3 Housing Development Corporation, London - Request for a Shareholder's Meeting

Moved by: J. Helmer

Seconded by: M. van Holst

That the following actions be taken with respect to the 2017 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

a) the 2017 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 25, 2018, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2017 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated January 29, 2018 from D. Brouwer, Chair, Housing Development Corporation, London with respect to this matter.

Yeas: (10): M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (10 to 0)

4.4 London Convention Centre Corporation Board Appointment Recommendation

Moved by: J. Helmer

Seconded by: T. Park

That David Smith BE APPOINTED to the London Convention Centre Board of Directors as the Health Care Representative, effective April 1, 2018 to November 30, 2018.

Yeas: (10): M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (10 to 0)

4.5 7th Report of the Governance Working Group

Moved by: V. Ridley

Seconded by: J. Helmer

That the following actions be taken with respect to the 7th Report of the Governance Working Group, from its meeting held on March 5, 2018:

a) the actions outlined in the revised Council Policy Index appended to the Governance Working Group report dated March 5, 2018 as Appendix "A", with respect to the Council Policy Manual Modernization process, BE APPROVED with the exception of the Policy related to the

dedication of Fire Halls, which is not to be repealed at this point in time in order to allow further review of this matter prior to any action being taken; it being noted that the following revisions are highlighted in bold on Appendix "A": it being further noted that this would not preclude any future policy amendments that the Municipal Council deems appropriate:

- "Requiring Building Permits for Buildings Constructed More Than One Year Prior" – revise so that the policy is no longer embodied in a communication to a Council Member, but rather in a standard corporate template;
- "Free Downtown Parking During Christmas Season" – revise as needed to ensure that the policy reflects current need and practices;
- "Public Notification Policy for Construction Projects" – revise to reflect the direction in a Council resolution dated November 21, 2017;
- "Mayor – Contracted Staff" – revise, if needed, subsequent to review to ensure that the existing policy appropriately addresses corporate needs;
- "Delegation of Powers and Duties Policy – the Civic Administration to compile a comprehensive listing of delegated authorities;
- "Protocols for Unapproved Aboriginal Burial Sites" – revise before any action is taken to repeal, consultation should be undertaken with the Indigenous community. If consensus is reached, policy can be repealed; and,
- "Value of Parkland Dedication" – revise to require that an accredited appraiser be retained by the applicant to undertake the appraisal, with a provision of reasonableness with respect to the requirement for an appraisal to be undertaken by an accredited appraisal where a small parcel of land is being acquired;

b) on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the revised proposed by-law appended to the Governance Working Group report dated March 5, 2018 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 27, 2018 for the purpose of amending By-law No. A.-6151-17, being the "Council Policy By-law" by repealing and replacing Schedule "B" - "Hiring of Employees Policy" with a new Schedule "B" - "Hiring of Employees Policy" in order to update the Policy to implement nepotism free hiring practices for both internal and external applicants; and

c) clauses 1, 2 and 5 BE RECEIVED.

Yeas: (10): M. van Holst, B. Armstrong, J. Helmer, M. Cassidy, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and T. Park

Absent (5): Mayor M. Brown, M. Salih, P. Squire, J. Morgan, and J. Zaifman

Motion Passed (10 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: J. Helmer

Seconded by: T. Park

That the Strategic Priorities and Policy Committee convene in closed session for the purpose of considering the following matters:

6.1.

Land Acquisition/Disposition/Solicitor-Client Privileged Advice

A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition or disposition of land; advice that is subject to solicitor-client privilege, including communications necessary for

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

6.2.

Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; 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; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

Motion Passed

The Strategic Priorities and Policy Committee convened in camera from 9:41 PM to 10:34 PM.

The meeting adjourned at 10:34 PM.

LONDON'S COMMUNITY **ECONOMIC** **ROAD MAP** 2015 - 2020



March 26, 2018

1

Community Economic Road Map Update

1. Background
2. Progress Toward Implementation
3. Where We Are Today
4. Advisory Panel & Action Team Leads Discussions
5. Moving Forward - Next Steps
6. Timelines and Immediate Next Steps

2

Background

Link to Strategic Plan

Growing our Economy (Strategic Area of Focus)

- Diverse and resilient economy
- Strategic, collaborative partnerships
- Diverse employment opportunities

Development of the Community Economic Road Map

- Endorsed by Council in 2015 following a comprehensive process undertaken by the City of London in partnership with the Chamber of Commerce, the London Economic Development Corporation, business and community stakeholders

3

Background

- 96 initiatives established, categorized under five economic priorities:
 - A city for entrepreneurs
 - A supportive business environment
 - An exceptional downtown, a vibrant urban environment
 - A top quality workforce
 - A national centre of excellence for medical innovation and commercialization
- Advisory Panel established to oversee all implementation activities
- Action Teams created for each priority, responsible for priority initiatives

4

Progress Toward Implementation

2017 Update

- As of December 2017, 85.2% of initiatives were complete or on target
- In an effort to refresh the Road Map, 36% of the original 96 initiatives were revised and/or consolidated to better reflect the actions and mandates of each Action Team
- 4 projects funded in 2017 to support Road Map implementation, resulting in an investment of \$102,500

5

Where We Are Today

- A great deal has been accomplished since the launch of the Road Map
- Created opportunities for open dialogue, led to increased cooperation and coordination
- Some stakeholders have withdrawn from the process as a result of workload, reporting structure and/or perceived incongruence with the goals of the Road Map
- Other stakeholders has stayed involved but have voiced concerns related to governance, level of effort required on initiatives, and the effectiveness of initiatives

6

Advisory Panel & Action Team Leads Discussions

Discussions held over the course of 2017 and into 2018 with Advisory Panel and Action Team Leads:

- What is working?
- What is working, but is not adding value?
- What is not working?
- What is missing?

7

Advisory Panel & Action Team Leads Discussions

What is working?

- Coordination and collaboration have improved
- Opportunities for ongoing dialogue and information exchange have been established
- Positive progress has been made since 2015

8

Advisory Panel & Action Team Leads Discussions

What is working, but is not adding value?

- In 2017, changes were made to the reporting mechanism, allowing Action Teams to adjust action items to better reflect the current environment and work that is taking place
- These changes improved the reporting process for Action Teams, but given the number of initiatives and lack of specific measures, progress remains onerous to track and report
- Benefits of reporting are questioned

9

Advisory Panel & Action Team Leads Discussions

What is not working?

- Initiatives reflect the important work of individual organizations rather than being strategic for the greater community – difficult to determine what is within the governance/mandate/approval authority of the Road Map versus that of a specific organization
- Reporting process remains onerous and is often duplicative
- Road Map is not nimble or agile – Action Teams cannot adapt the plan as required and/or pursue alternate opportunities with autonomy

10

Advisory Panel & Action Team Leads Discussions

What is missing?

- Leadership, focus, identity
- There does not seem to be a clear 'owner' or leader. Road Map is chaired by the City Manager and all reporting goes through the City of London and then to Council. However, there is not agreement that the City of London should 'own' the Road Map
- Road Map lacks focus – priorities and initiatives are too broad, success if difficult to measure
- Difficult to define the purpose and identity of the Road Map

11

Moving Forward – Next Steps

1. Acknowledge work and successes to date

- A reception should be held to thank all members and participants
- 2017 Annual Update on progress be received by Municipal Council

12

Moving Forward – Next Steps

2. Revisit ownership and governance of the Road Map

- Engage Advisory Panel and Action Team leads to review and recommend a new governance structure and ownership of the Road Map
- Give consideration to ‘natural owners’ (leads) that already exist for specific priorities and portfolios

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Moving Forward – Next Steps

3. Focus the Road Map

- A city for entrepreneurs: retain as an area of focus
- A supportive business environment: remove from Road Map
- An exceptional downtown, a vibrant urban environment: remove from Road Map
- A top quality workforce: retain as an area of focus
- A national centre of excellence for medical innovation and commercialization: remove from Road Map

14

Moving Forward – Next Steps

4. Clarify roles of City of London funded organizations

- Purchase of Service agreement with LEDC should be revisited to clarify and potentially enhance its role, particularly with respect to the regional aspects of economic development
- Service contracts should be established with all City-funded economic development organizations to ensure clarity of roles, expectations, avoid overlap
- Measures, targets (including collaboration) and Council reporting requirements for City-funded organizations should be established

15

Moving Forward – Next Steps

5. Retain focus on collaboration

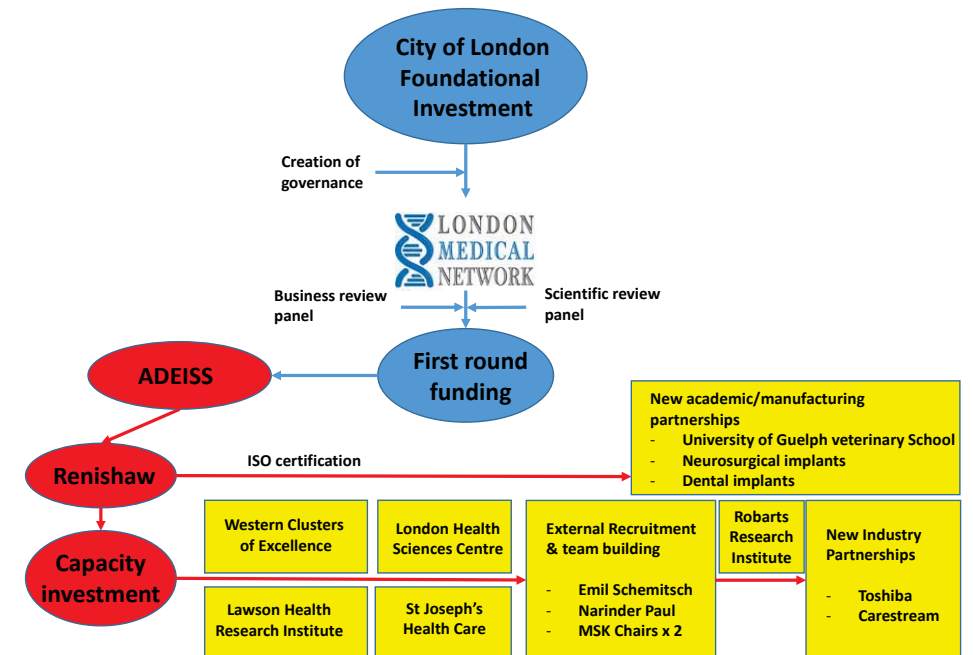
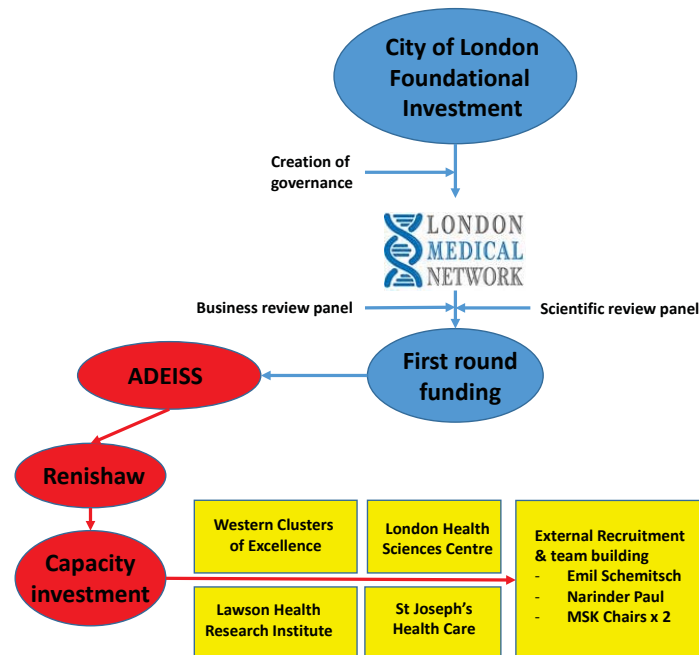
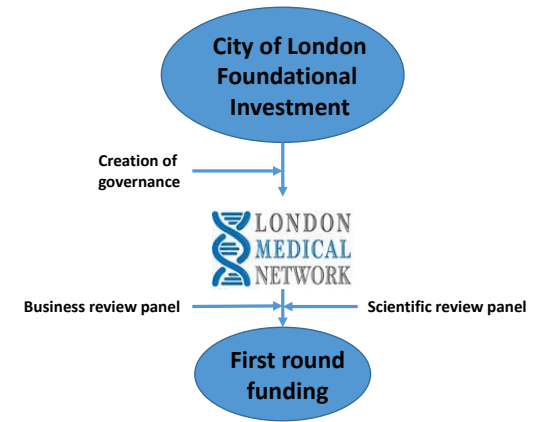
- Stakeholders continue to work together to promote London as a leader in commerce, culture and innovation – our region’s connection to the world
- Greater focus must be placed on the need for a regional approach to economic development

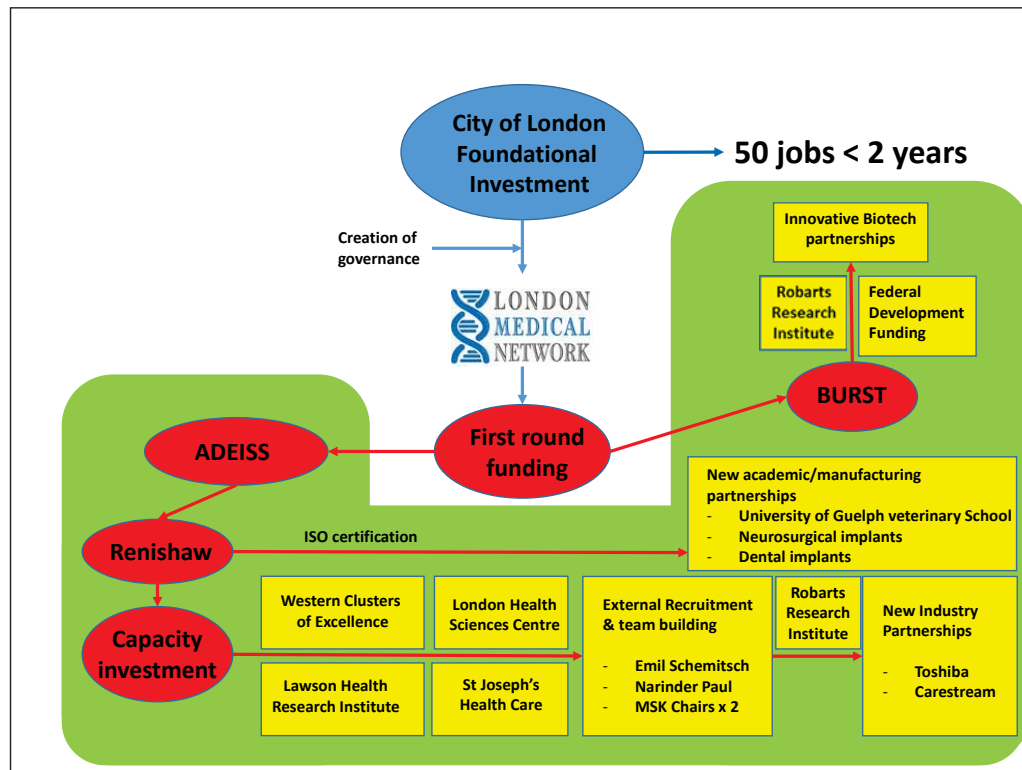
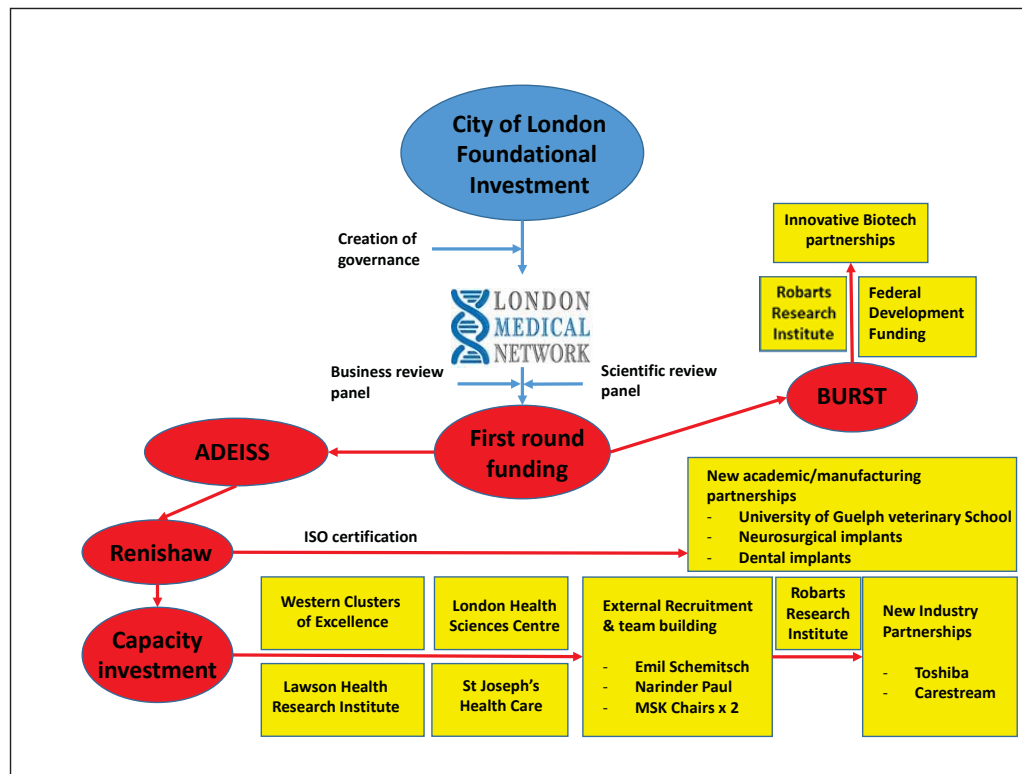
16

Timelines and Immediate Next Steps

- Report to SPPC on March 26 (2017 update and recommended next steps)
- City of London to meet with organizations it funds to clarify roles and ensure clear swim lanes, establish or enhance Purchase of Service Agreements
- Regroup with Advisory Panel and Action Team Leads re: governance and next steps in April 2018
- Report back to Council on progress

17





BURST

Sample of Participants

Aufero Medical: Have developed a device for the treatment of cardiac arrhythmias. The device will maintain contact force at a specified level during the procedure, reducing arrhythmia recurrence and repeat surgery.

CRICADDO: CRICADDO has developed an innovative device and technique for brain access enabling a minimally-invasive approach to neurosurgery. The system will improve patient care by providing safe and reproducible access and navigation.

DMI DesignerMicrobiotic: Designer Microbiotic creates custom microbial strains, which will have applications across a range of industries, including the production of medicines, food, and consumer goods.

Digital Medical Experts: Have developed a technology that uses conventional CT data to help improve efficiency, diagnosis and treat patients with major depression, bipolar disorder, and schizophrenia.

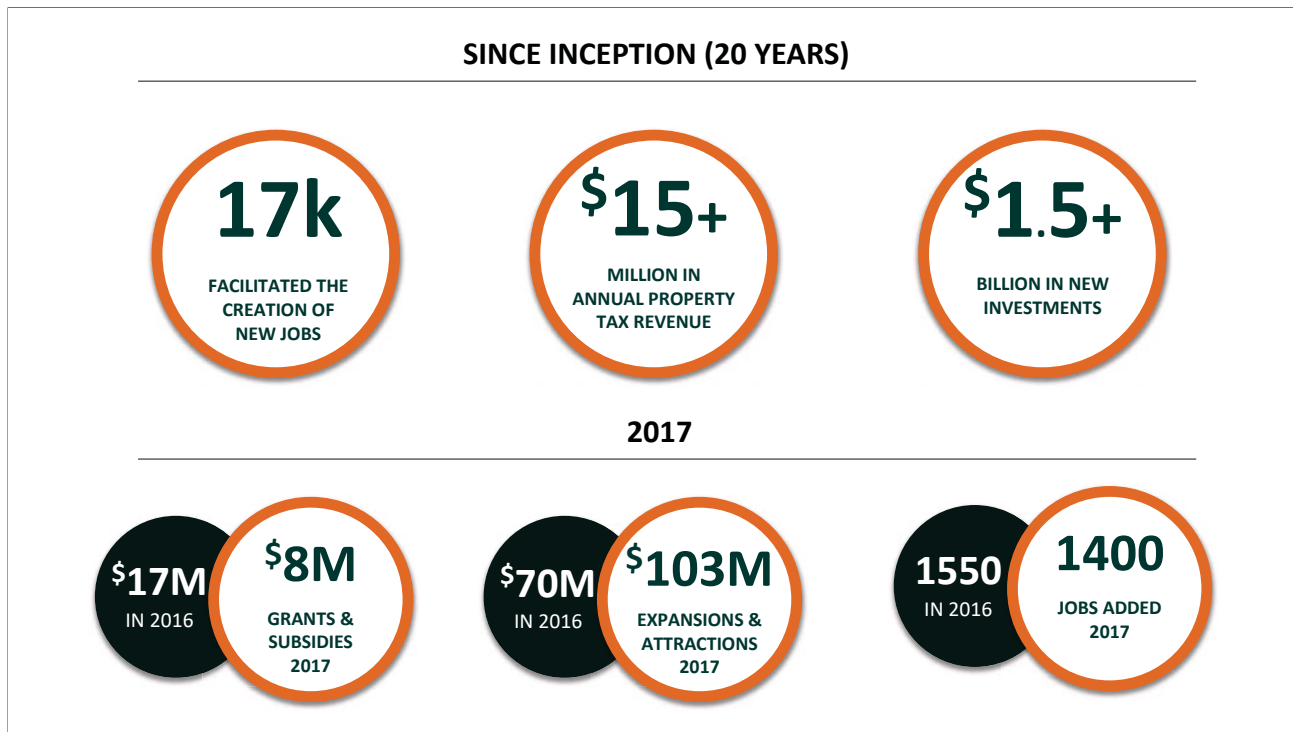
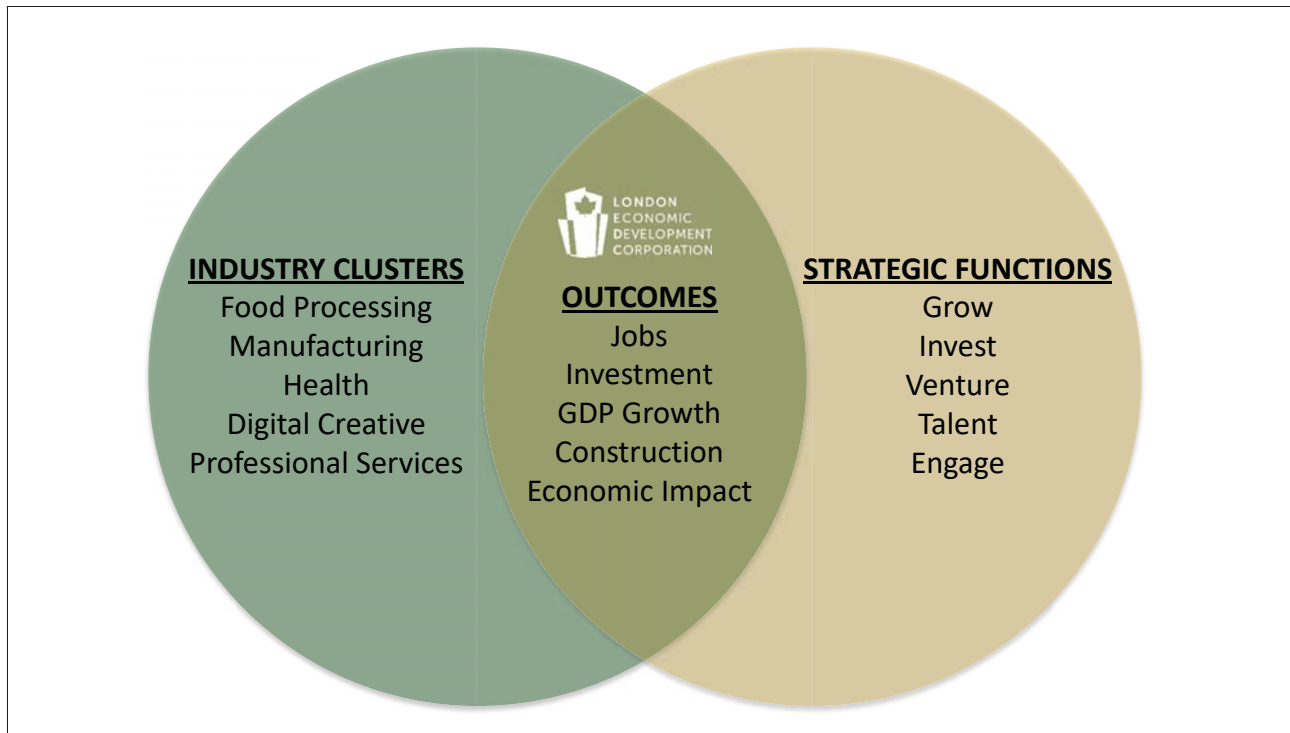
Epineuron: Epineuron Technologies have developed a peripheral nerve repair technology using innovative electrical stimulation. Their device can be used during surgery to locate, identify, and stimulate the injured nerve.

Spectral Devices: Spectral Devices creates multi-modal camera using patent pending technology for biomedical research, learning, safety, automation, and analysis. These compact and cost-effective devices can be used to detect human disease, improve crop yield, ensure product quality and manage the earth's resources.

Academic/Industry Partnerships

3M, **FANSHAWE**, **IBM**, **IVEY**, **LAWSON HEALTH RESEARCH INSTITUTE**, **MAGNUS**, **Propel**, **Robarts RESEARCH**, **Schulich**, **SWO ANGELS**, **TRU THE REVENUE**, **Western**, **Western Research Parks**



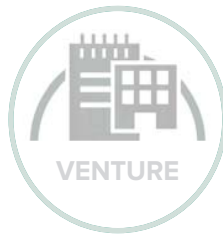




GROW



INVEST



VENTURE



TALENT



ENGAGE



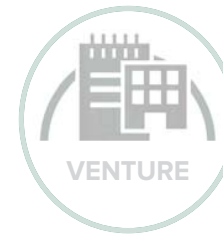
London CANADA



GROW



INVEST



VENTURE



TALENT



ENGAGE



15

INVESTMENT MISSIONS 2017



95

ATTRACTION FILES 2017



75

FDI PROPOSALS 2017



35

SITE SELECTION TOURS 2017

INVESTMENT HIGHLIGHTS



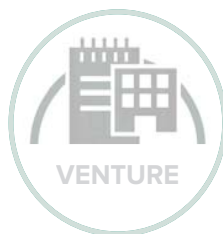
Wangfeng Auto Holdings Group Co.



GROW



INVEST



VENTURE



TALENT



ENGAGE



GROW



INVEST



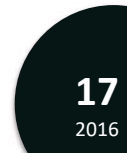
VENTURE



TALENT



ENGAGE



23

EVENTS 2017



620

COMPANIES WORKED WITH 2017



1750

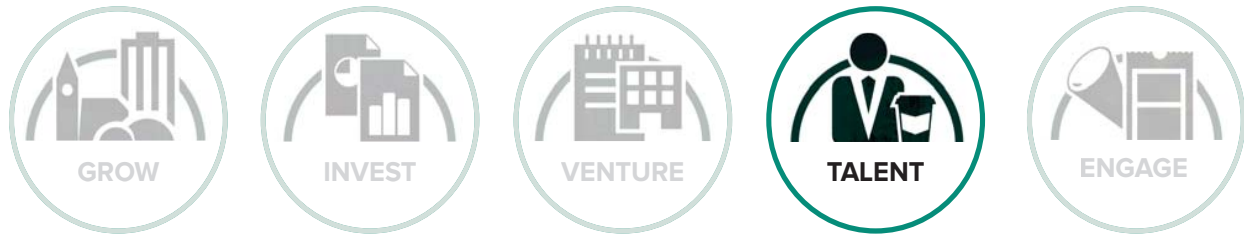
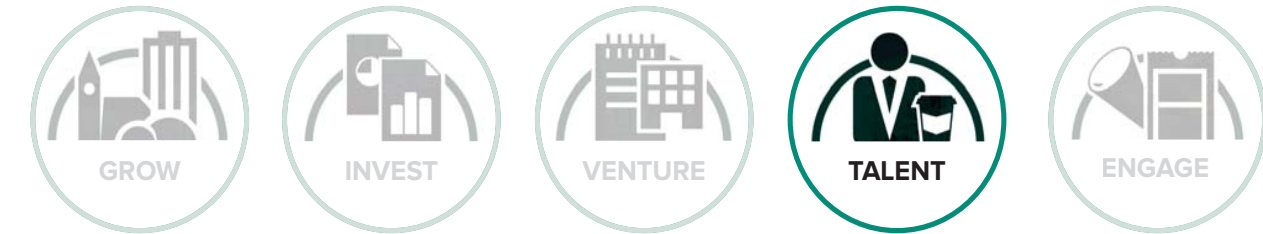
REFERRALS MADE 2017

COMPANY HIGHLIGHTS





SMALL BUSINESS CENTRE
Recipe to Reality



LONDON WORKS & AREA



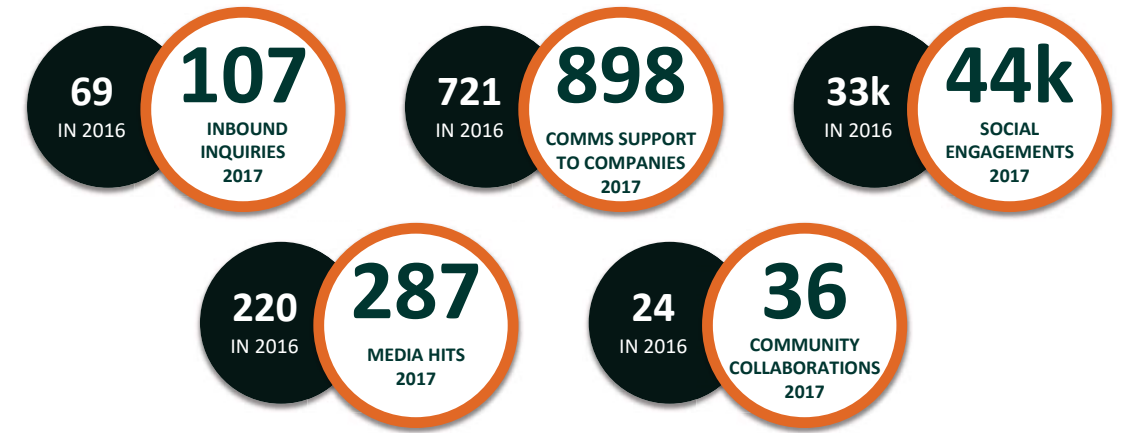
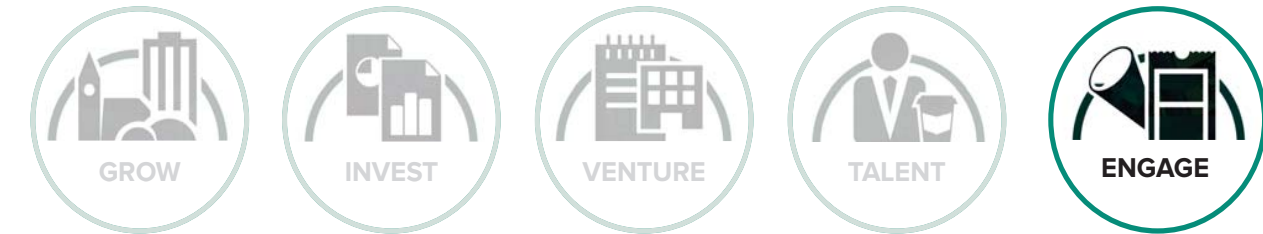
Strategic Business Negotiations

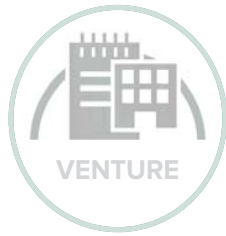
Leadership Development

Performance Management

Full-Cycle Recruitment

H.R best practices for SME's





Deloitte.



TECH SPOUSURE

Thank You

UPCOMING EVENTS:


- London & Area Works Job Fair – April 10
- Deloitte's TMT Predictions – May 9
- Cyber Security event – June
- London & Area Works Job Fair – Sept. 25
- Manufacturing Matters – Oct. 4



DEVELOPING ENTREPRENEURIAL SUCCESS




Steve Pellarin
March 26, 2018



Established in 1986, our mission:
"To stimulate, promote and support the entrepreneurial spirit, start-up and early growth of small business to actively contribute to the economic development of London."

- Business planning and strategic guidance
Consultations; seminars; in-depth courses
- Networking and business development opportunities
- Access to government programs and assistance



Who We Serve:

Entrepreneurs and those aspiring to be entrepreneurs

- 26% are in the "investigation" stage
- 59% are in the start-up stage
- 15% are established businesses
- 30% are under the age of 30
- 17% are over the age of 50

**Status at time of initial contact*



Who We Serve:

Multiple Sectors and Industries

- 15% Retail
- 13% Food related
- 10% Arts, Entertainment & Recreation
- 6% Professional and Technical Services
- 6% Construction
- 6% Wholesale

24% are non categorized "other services"

COACHING & MENTORSHIP

Personalized guidance and feedback for start-ups and growth businesses

- 5,024 business inquiries
- 1,940 individual consultations (Growth Wheel Certified Coaches)
- 75 Access 2 Professionals consultations (partner firms)
- 28 Active volunteer mentors

**most recent fiscal year end*

A few program and partnership highlights...

TRAINING & SKILLS DEVELOPMENT

Providing entrepreneurs with the knowledge and skills they need to be successful

- 180 Sessions / 550 hours of training
- 1,110 Unique Participants



**most recent fiscal year*

Municipal Partnership

- Service London Business – *Food related regulatory workshops. Offered quarterly, includes planning, fire, and health departments.*
- Small Business Enterprise Centre (SBEC) – *Provincial/Municipal partnership. Member of ONE – Ontario Network for Entrepreneurs. **Municipal investment leveraged 4X.***
- *Delivery partner for Ontario Works Self Employment Program – 56 new startups in 2017.*



Food and Beverage Production Accelerator Program

Facilitated peer mentoring; growth grants up to \$5,000 for new businesses 1-3 years.

Partners: London Economic Development Corporation; Ministry of Economic Development and Growth



7 mentee participants; 7 industry mentors

Job growth from 41 to 51 (10 net new jobs in 4 months)

Total leveraged investment of participants: \$345,000

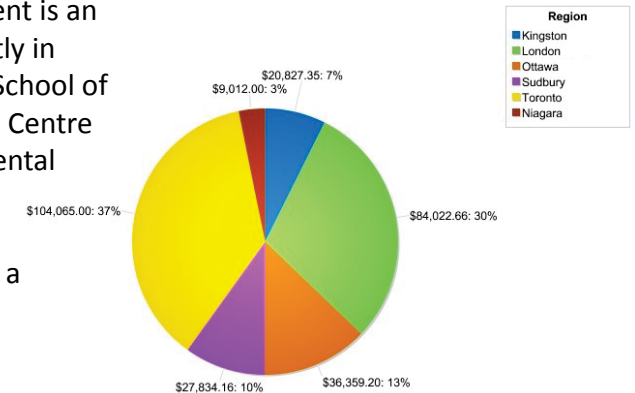
ECONOMIC IMPACT

- 299 New businesses launched
- 341 New jobs reported
- \$295,000 in startup grants provided (69 Recipients)
Startup grants are typically leveraged 4 to 5 times
- \$134,800 Accessed from community loan programs (14 Recipients)

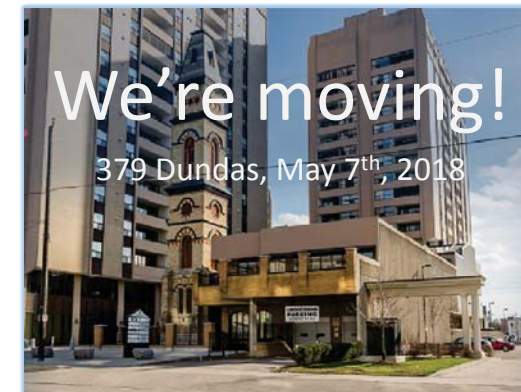
**most recent fiscal year end*

Rise Loan Program

- Low interest small business loans, training, and mentorship to entrepreneurs with a history of mental health or addiction challenges
- Rise Asset Development is an initiative created jointly in 2009 by the Rotman School of Management and the Centre for Addictions and Mental Health (CAMH)
- London SBC has been a partner since 2015



Sum of loan capital disbursed fiscal 2017







What is TechAlliance?

TechAlliance is a Regional Innovation Centre as part of the Ontario Network of Entrepreneurs.

We support tech-based companies in London, Elgin County, Middlesex County, Sarnia-Lambton, and Huron County.



Growing companies. Emerging small businesses. And ideas yet to come.

To grow the innovative businesses of today,
and launch the startups of tomorrow.

OUR MISSION



Growing companies. Emerging small businesses. And ideas yet to come.

Key Activities

Business Services

- Advice
- Mentoring
- Access to Capital
- Prototyping
- Market intelligence/data
- Access to service providers

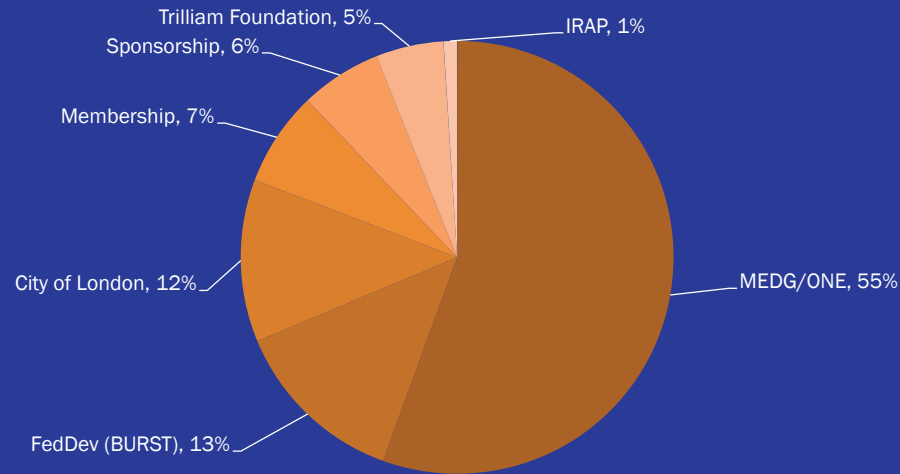
Programming and Education

- Entrepreneur 1.0
- Workshops
- Networking events
- Peer-2-Peer Groups and Breakfast Club
- 60-Second Pitch
- London Tech Week



Growing companies. Emerging small businesses. And ideas yet to come.

Funding Sources



An increase in the number of new, paid positions created and maintained by startup and established tech companies.

GOAL #1

An increase in revenues generated by the tech sector, and an increase in the number of companies earning revenue.

GOAL #2

The creation of new products, services, and innovations by companies in our region.

GOAL #3

Key 2017 Accomplishments

- 358 startups supported by Business Services
 - 1,850 since 2008
- \$7 million in investment generated by startups
 - \$60 million total since 2009
- 1,900+ hours of advisory services provided
 - Over 5,000 since 2015
- \$7.5 million in client revenue
- 200+ full time jobs created annually by startups

Key Accomplishments

- 500 part-time and contract jobs created in 2016
- 85 prototype and design projects completed through our MVP Lab from 2014-17
- Over \$1 million in market intelligence services provided to entrepreneurs since 2014
- Over 350 entrepreneurs have completed Entrepreneur 1.0 boot camp since 2006
- Hosted 27 events in 2017, with 1783 attendees
- Over 185 members of TechAlliance

BURST

BY TECHALLIANCE

How does BURST work?

- 30 companies selected in three cohorts of 10
- \$60,000 in seed funding provided to each company (via FedDev & London Medical Network)
- \$10,000 in training for professional development provided to each company
- Each company is assigned a mentor to provide one-on-one coaching and advice, as well as ongoing support from our Business Services team

BURST Milestones (To Date)

- 44.5 full-time equivalent jobs created
- 471 hours of mentoring provided
- \$3.4 million in external investment

BURST Company Milestones

- Smart RS has distribution agreements for ODAPT in place with the US, Italy, Switzerland, and England
- Fans in Training received \$948,600 from the Canadian Institutes of Health Research
- The founders of Aufero Medical secured \$250,000 from the Cardiac Arrhythmia Network of Canada

BURST Company Milestones

- Triage have successfully closed a seed financing round for \$1.25 million
- Trillium Health in Toronto has agreed to implement the Sansys solution
- TopSpin360 have sold two units to the Mayo Clinic and are awaiting a testing partner match for their \$1 million Built in Canada Innovation Program funding

Strategic Objectives for 2018-2020

1. Increasing Incubation & Acceleration Programs
2. Developing Tech Talent
3. Strengthening Regional Connectivity
4. Increasing Funding & Investment Opportunities
5. Supporting Scale-up Stage Companies
6. Expanding Collaboration & Partnerships
7. Creating an Entrepreneurship Centre



techalliance
of southwestern ontario

Community and Protective Services Committee

Report

6th Meeting of the Community and Protective Services Committee
March 26, 2018

PRESENT: Acting Mayor P. Hubert, Councillors M. Cassidy, V. Ridley, B. Armstrong, M. Salih
ABSENT: P. Squire
ALSO PRESENT: Councillors J. Helmer, A. Hopkins, and M. van Holst; J. Bunn, B. Card, D. O'Brien, D. Popadic, M. Ribera, L. Rowe and K. van Lammeren

The meeting was called to order at 3:17 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential

6.1 Litigation/Potential Litigation

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

That the Community and Protective Services Committee convene in closed session with respect to a matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality regarding a Notice of Application issued on March 7, 2018 bearing court file #515/18.

Yeas: (4): P. Hubert, M. Cassidy, V. Ridley, and B. Armstrong

Absent (2): M. Salih, and P. Squire

Motion Passed (4 to 0)

The Community and Protective Services Committee convened in camera from 3:19 PM to 3:49 PM.

7. Adjournment

The meeting adjourned at 3:49 PM.

Corporate Services Committee

Report

8th Meeting of the Corporate Services Committee
April 3, 2018

PRESENT: Councillors J. Helmer (Chair), J. Morgan, P. Hubert, M. van Holst, J. Zaifman
ABSENT: Mayor M. Brown
ALSO PRESENT: Councillor H.L. Usher and M. Hayward, A.L. Barbon, B. Card, I. Collins, S. Corman, B. Coxhead, L. DaSilva, J. Logan, D. Munteer, D. O'Brien, J. Ramsay, S. Spring, A. Thompson, B. Warner, B. Westlake-Power, R. Wilcox and J. Winston.

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That items 2.1, 2.2 and 2.6 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)

2.1 Advance Voting Days

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

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated April 3, 2018 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 10, 2018 to amend By-law E.-181-115, being "A By-law to establish the dates for advance voting and the hours during which voting places shall be open on those dates for the 2018 Municipal Election" by providing for an additional advance voting day on October 4, 2018, in addition to the previously established dates of October 6, 2018 and October 9, 2018 to October 13, 2018, inclusive.

Motion Passed

2.2 Restricted Acts of Council after Nomination Day and Voting Day

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

That, on the recommendation of the City Clerk, the staff report dated April 3, 2018 with respect to restricted acts of Council after Nomination Day and Voting Day, in accordance with section 275 of the Municipal Act, 2001, as amended, BE RECEIVED for information.

Motion Passed

2.6 Former Legendary Drive Road Allowance Declare Surplus and Transfer

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

That, on the advice and recommendation of the Assistant City Solicitor, with respect to the City owned former Legendary Drive road allowance, containing an area of approximately 0.652 acres, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and
- b) the subject property ("Surplus Lands") BE TRANSFERRED to Wonderland Power Centre Inc. to fulfil The Corporation of the City of London's obligations in an Agreement dated the 21st day of January 2004 between The Corporation of the City of London and Home Depot Holdings Inc.

Motion Passed

2.3 Report of the Downtown Monitored Surveillance Camera Program

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

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Manager and on the advice of the Division Manager, Corporate Security and Emergency Management, the staff report dated April 3, 2018 with respect to the Downtown Monitored Surveillance Camera Program BE RECEIVED for information purposes.

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 Year 2018 Tax Policy

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

That the matter of the 2018 Tax Policy BE REFERRED back to the Civic Administration to prepare a new Schedule "B" and accompanying proposed by-laws for consideration at a future meeting of the Corporate Services Committee, reflective of additional options between the commercial and industrial ratio options A and B (outlined in original Schedule "B" appended to the staff report dated April 3, 2018), which would provide additional options that may reflect a balance between the residential, commercial and industrial increases, with no change to multi-residential, farm or other ratios, and with such proposals not exceeding the provisions set out in sub-sections 308(4) and 308.1 (4) of the Municipal Act, 2001, to set tax ratios in the various property classes.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

2.5 2018 Education Tax Rates

Moved by: J. Morgan
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 Education Tax Rates:

a) the proposed by-law to levy education tax rates for 2018, as appended to the staff report dated April 3, 2018, BE INTRODUCED at the Council meeting on April 10, 2018; and

b) the Mayor BE REQUESTED to send a letter to the Minister of Finance, on behalf of Municipal Council, requesting clarification with respect to the current status of the business education tax cuts that were temporarily frozen with the 2012 Provincial Budget and request an indication as to when it is anticipated the cuts that were deferred, will occur.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

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

That items 4.2 and 4.3 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)

4.2 Request for Designation of the Food Festival as a Municipally Significant Event

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

That the International Food Festival, to be held June 22-24, 2018 in Victoria Park, BE DESIGNATED as an event of municipal significance in the City of London.

Motion Passed

4.3 Request for Designation of the London Rib Fest as a Municipally Significant Event

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

That the London Rib Fest, to be held August 2-6, 2018 in Victoria Park, BE DESIGNATED as an event of municipal significance in the City of London.

Motion Passed

4.1 2017 London Convention Centre Operational Results

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

That the transfer of 100% of the 2017 London Convention Centre Operational surplus (\$81,422 based upon the 2017 Draft Audit Financial Statements), to the London Convention Centre Capital Reserve held by the City of London, 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)

4.4 Board of Directors - Federation of Canadian Municipalities

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

That the following actions be taken with respect to the communication dated March 23, 2018 from Councillor J. Morgan regarding standing for election to the Federation of Canadian Municipalities' Board of Directors and his associated expenses:

a) the following resolution BE ADOPTED:

"WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the prestige required to carry the municipal message to the federal government;

WHEREAS FCM's Annual Conference and Trade Show will take place May 31 to June 3, 2018, during which time the Annual General Meeting will be held and followed by the election of FCM's Board of Directors;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Josh Morgan to stand for election on FCM's Board of Directors for the 2018/2019 term; and

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Josh Morgan attending FCM's Board of Directors meetings, the FCM Annual Conference and AGM and the Trade Show, during the 2018/2019 term";

b) in the event Councillor Morgan is elected to the Board of Directors, the related expenses to attend the following meetings BE ASSUMED by the City of London, outside of his annual expense allocation, subject to the annual budget approval process and in accordance with Council's Travel & Business Expenses Policy:

Board of Directors Meeting – September 11-14, 2018 – Annapolis County, NS

Board of Directors Meeting – November 20-23, 2018 – Ottawa, ON

Board of Directors Meeting – March 12-15, 2019 – Penticton, B.C.

Annual Conference & AGM – May 30 – June 2, 2019 – Quebec City, QC

it being noted that the Board of Directors Meeting – March 12-15, 2019 – Penticton, B.C. and the Annual Conference & AGM – May 30 – June 2, 2019 – Quebec City, QC are subject to the re-election of Councillor Morgan on October 22, 2018;

c) Councillor J. Morgan BE REIMBURSED by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking election to the Board of Directors, in an amount of up to \$500, upon submission of eligible expenses.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 ADDED - Report of the Federation of Canadian Municipalities Board of Directors Meeting - Laval, QC - March 5-9, 2018

Moved by: J. Zaifman

Seconded by: P. Hubert

That the communication dated March 29, 2018 from Councillor H.L. Usher and Councillor T. Park, regarding the Federation of Canadian Municipalities Board of Directors' meeting held March 5-9, 2018 in Laval, QC, BE RECEIVED for information.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

5.2 ADDED - Request for Proposal - Host for AMO Annual Conference 2021, 2023

Moved by: P. Hubert

Seconded by: J. Morgan

That, on the recommendation of the General Manager, Tourism London, the following actions be taken with respect to the Association of Municipalities Ontario's (AMO) Annual Conferences for 2021 and 2023:

a) Tourism London BE AUTHORIZED to submit a proposal for London to host the AMO Annual Conference for 2021 and 2023, which would include:

- i) hosting and financing the Incoming Host Reception;
- ii) hosting and financing the Welcome Reception;
- iii) identification of a Host Coordinator and an Internal Project Management Team to oversee study tours, volunteers, host sponsorships, and other key areas;
- iv) providing shuttle buses between hotels and the main venue;

- v) providing study tour and companions' program buses; and
- vi) providing civic greetings to delegates from the Mayor;

it being noted that the estimated cost to host the 2021 and 2023 AMO Annual Conferences is approximately \$140,000, which will be funded by Tourism London and the London Convention Centre; it being further noted that should the Municipal Accommodation Tax (MAT) be approved by Municipal Council in 2018, these costs would be eligible to be funded through the MAT; and

- b) the Mayor BE REQUESTED to provide a letter to Tourism London, to accompany Tourism London's above-noted proposal, that indicates the Municipal Council's endorsement of the proposal to host the AMO Annual Conference for 2021 and 2023.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: J. Zaifman

Seconded by: P. Hubert

That the Corporate Services Committee convene in Committee, In Closed Session, with respect to:

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

6.2 A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial,

information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

The Corporate Services Committee convened in Committee, In Closed Session, from 1:45 PM to 2:18 PM.

6.1 Land Acquisition/Solicitor-Client Privileged Advice

6.2 Land Acquisition/Solicitor-Client Privileged Advice

7. Adjournment

The Meeting adjourned at 2:18 PM.

Civic Works Committee

Report

6th Meeting of the Civic Works Committee
April 4, 2018

PRESENT: Councillors V. Ridley, P. Hubert, H. Usher
ABSENT: T. Park, P. Squire, Mayor M. Brown
ALSO PRESENT: Councillors J. Helmer, A. Hopkins, M. van Holst; J. Bunn, J. Corbeth, M. Davenport, A. Dunbar, K. Grabowski, D. MacRae, K. Scherr, E. Soldo, S. Spring, J. Stanford, B. Westlake-Power

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor V. Ridley disclosed a pecuniary interest in clauses 2.4 and 6.1 of this Report, having to do with the Outcome of Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Applications and a Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations/Confidential Trade Secret or Scientific, Technical, Commercial or Financial Information Belonging to the City, respectively, by indicating that her spouse works for Union Gas.

2. Consent

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

That Items 2.2, 2.3 and 2.5 BE APPROVED.

Yeas: (3): V. Ridley, P. Hubert, and H. Usher

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (3 to 0)

2.2 Contract Award - Tender No. T18-16 - Infrastructure Renewal Project - Contract 15 - Main Street

Moved by: H. Usher
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 April 4, 2018 related to the Main Street Infrastructure Lifecycle Renewal project:

- a) the bid submitted by L82 Construction Ltd. at its corrected tendered price of \$8,233,236.86 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by L82 Construction Ltd was the lowest of six (6) bids received and meets the City's specifications and requirements in all areas;
- b) IBI Group Inc., BE AUTHORIZED to carry out the resident inspection and contract administration in the amount of \$815,630.20 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- 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 for the material to be supplied and the work to be done relating to this project (T18-16); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2018-T04)

Motion Passed

2.3 Single Source 18-08 - Supply and Delivery of Traffic Paint

Moved by: H. Usher
 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 April 4, 2018 related to the award of the supply and delivery of glass beads and traffic paint:

- a) approval hereby BE GIVEN to enter into a three (3) year contract for the supply and delivery of traffic paint to Ennis Paint, 850 McKay Road, Pickering, Ontario, L1W 2Y4, in the amount of \$106,782.00 (excluding taxes) annually;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these contracts;
- c) the approval hereby given BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with Ennis Paint Canada ULC to the satisfaction of the Manager of Purchasing and Supply and the Managing Director, Environmental & Engineering Services and City Engineer; and,
- d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2018-F17)

Motion Passed

2.5 4th Report of the Cycling Advisory Committee

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

That the following actions be taken with respect to the 4th Report of the Cycling Advisory Committee from its meeting held on March 21, 2018:

- a) the 3rd Report of the Cycling Advisory Committee, from its meeting held on February 21, 2018, BE AMENDED in clause 9 by deleting the words "Bike Fest" and by replacing them with the words "London Celebrates Cycling";
- b) the following actions be taken with respect to Cycling Workshops and Conferences:
 - i) a policy BE ESTABLISHED whereby the Cycling Advisory Committee will provide up to seventy-five percent of funding, to a maximum of \$300.00, on an annual basis, for any Member(s) wishing to attend a Workshop or Conference; and,
 - ii) the expenditure of \$300.00 BE APPROVED for R. Henderson to attend the Share the Road Cycling Coalition 2018 Ontario Bike Summit Conference, being held in Toronto from April 16 to 18, 2018; it being noted

that R. Henderson will report back on the Conference at the next Cycling Advisory Committee meeting. (See attached information on the 2018 Ontario Bike Summit Conference.); it being noted that there are sufficient funds in the current Cycling Advisory Committee budget to accommodate the above-noted expenditure; and,

c) clauses 1.1, 3.2, 3.3, 3.4, 3.5, 3.6, 5.2, 5.3 and 6.1 BE RECEIVED.

Motion Passed

2.1 2018 Annual Warranted Sidewalk Program

Moved by: P. Hubert

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 April 4, 2018 with respect to the 2018 Annual Warranted Sidewalk Program:

a) the proposed new sidewalks identified in the above-noted staff report BE ENDORSED for implementation; it being noted that Chippendale Crescent will be removed from the program; and,

b) the Civic Administration BE DIRECTED to develop a neighbourhood strategy for the implementation of sidewalks around the Byron Southwood Public School;

it being noted that a communication from K. Buchanan, 378 Colville Boulevard was received with respect to this matter (2018-T04)

Yeas: (3): V. Ridley, P. Hubert, and H. Usher

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (3 to 0)

2.4 Outcome of Ontario Municipal Greenhouse Gas (GHG) Challenge Fund Applications

Moved by: H. Usher

Seconded by: P. Hubert

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the staff report dated April 4, 2018 with respect to the outcome of the Ontario Municipal Greenhouse Gas (GHG) Challenge Fund applications, BE RECEIVED. (2018-F11)

Yeas: (2): P. Hubert, and H. Usher

Recuse: (1): V. Ridley

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (2 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Paratransit

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

That the following actions be taken with respect to the delegation request by M. Markiton:

- a) the London Transit Commission BE REQUESTED to make contact with M. Markiton with respect to her issues with Paratransit; and,
- b) the request for delegation status BE APPROVED for a future meeting of the CWC, if required; it being noted that the Committee Secretary will follow-up with respect to this matter;

it being noted that a communication from M. Markiton was received with respect to this matter. (2018-T03)

Yeas: (3): V. Ridley, P. Hubert, and H. Usher

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (3 to 0)

4.2 Pedestrian Safety

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

That the communication from R. Millard and M. Ratcliffe with respect to pedestrian safety and keeping bicycles off of City sidewalks BE REFERRED to the Cycling Advisory Committee for review and comment.

Yeas: (3): V. Ridley, P. Hubert, and H. Usher

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (3 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

That the Civic Works Committee Deferred List, as at March 26, 2018, BE RECEIVED.

Yeas: (3): V. Ridley, P. Hubert, and H. Usher

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (3 to 0)

6. Confidential

6.1 Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations/Confidential Trade Secret or Scientific, Technical, Commercial or Financial Information Belonging to the City

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

That the Civic Works Committee convene in closed session with respect to a matter pertaining to a position, plan, procedure, criteria or instruction to be applied to negotiations carried on by the Corporation, including communications for that purpose, and commercial or financial information that belongs to the municipality that has monetary value or potential monetary value, including communications for that purpose, as it relates to a Request for Proposals process being conducted by Union Gas Limited.

Yeas: (3): V. Ridley, P. Hubert, and H. Usher

Absent (3): T. Park, P. Squire, and Mayor M. Brown

Motion Passed (3 to 0)

The Civic Works Committee convened in camera from 4:48 PM to 5:22 PM.

7. Adjournment

The meeting stood adjourned at 5:22 PM due to a lack of quorum.

Planning and Environment Committee

Report

6th Meeting of the Planning and Environment Committee
April 3, 2018

PRESENT: Concillors S. Turner (Chair), A. Hopkins, M. Cassidy, J. Helmer, Mayor M. Brown
ABSENT: T. Park
ALSO PRESENT: Councillor M. van Holst; I. Abushehada, G. Barrett, M. Corby, M. Elmadhoon, M. Feldberg, J.M. Fleming, K. Gonyou, P. Kokkoros, G. Kotsifas, T. Macbeth, J. MacKay, A. Macpherson, H. McNeely, M. Pease, L. Pompili, C. Saunders, J. Smolarek, S. Spring, M. Tomazincic and P. Yeoman.

1. Disclosures of Pecuniary Interest

None.

2. Consent

Moved by: Mayor M. Brown

Seconded by: J. Helmer

That Items 2.1 to 2.5, inclusive, BE APPROVED.

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

Absent (1): T. Park

Motion Passed (5 to 0)

2.1 The City of London Urban Agriculture Steering Committee

Moved by: Mayor M. Brown

Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, the staff report dated April 3, 2018, entitled "The City of London Urban Agriculture Steering Committee" BE RECEIVED for information. (2018-E11)

Motion Passed

2.2 Passage of Designating By-law - 163 Oxford Street East

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 by-law appended to the staff report dated April 3, 2018 to designate the property located at 163 Oxford Street East to be of cultural heritage value or interest BE INTRODUCED at the Municipal Council meeting to be held on April 10, 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

2.3 Passage of Designating By-law - 440 Grey Street

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 by-law appended to the staff report dated April 3, 2018 to designate the property located at 440 Grey Street to be of cultural heritage value or interest BE INTRODUCED at the Municipal Council meeting to be held on April 10, 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

2.4 Application - 1013, 1133, 1170 and 1250 Meadowlark Ridge (P-8727)

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

That, on the recommendation of the Senior Planner, Development Services, with respect to the application by Rembrandt Meadowlilly Inc., the proposed by-law appended to the staff report dated April 3, 2018 BE INTRODUCED at the Municipal Council meeting to be held on April 10, 2018 to exempt Parts of Blocks 1, 3, 4 and 13, Registered Plan 33M-603 from the Part Lot Control provisions of subsection 50(5) of the *Planning Act*, for a period not to exceed two (2) years. (2018-D25)

Motion Passed

2.5 8076 Longwoods Road (Z-8735)

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

That, on the recommendation of the Managing Director, Planning and City Planner, the staff report dated April 3, 2018, entitled "Mike Abualhayja, 8076 Longwoods Road" with respect to the decision by the Ontario Municipal Board, relating to an appeal by Jacqueline Caranci, concerning the property located at 8076 Longwoods Road BE RECEIVED for information. (2018-D09)

Motion Passed

3. Scheduled Items

3.1 S. Levin and A. Boyer - 4th Report of the Environmental and Ecological Planning Advisory Committee

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

That, the following actions be taken with respect to the 4th Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on March 15, 2018:

a) the following actions be taken with respect to the Victoria Bridge Environmental Assessment:

i) the detailed design BE REVIEWED by one of the City of London's Ecologist Planners; and,

ii) an Environmental Study Report BE REQUIRED in the Request for Proposal;

it being noted that the Environmental and Ecological Planning Advisory Committee received a presentation appended to the 4th Report of the Environmental and Ecological Planning Advisory Committee from S. Shannon, Technologist II, Transportation Planning and Design and S. Muscat, AECOM, with respect to this matter;

b) the revised You, Your Dog and Environmentally Significant Areas brochure BE REFERRED back to the Working Group for further amendments and to report back at the next Environmental and Ecological Planning Advisory Committee meeting;

c) clause 4.2 of the 4th Report BE AMENDED by deleting the clause in its entirety and replacing it with the following:

“the fourth draft of the Green Standards for Light Pollution and Bird-Friendly Development BE REFERRED to the Manager, Development Services, to review and to prepare a version for the Municipal Council's consideration; it being noted that three Advisory Committees have made this recommendation; it being further noted that Section 4.1 of the Guidelines contemplates a light curfew for London; the specific times have been left blank; a suggested light curfew would be from 1:00 AM to 7:00 AM.”;

d) the fourth draft of the Green Standards for Light Pollution and Bird-Friendly Development BE REFERRED to all City of London Advisory Committees for their consideration; and,

e) clauses 1.1, 2.1, 3.1, 3.2, 3.3 and 6.1 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)

3.2 Public Participation Meeting - Application - 1039, 1041, 1043, 1045 and 1047 Dundas Street (Z-8862)

Moved by: M. Cassidy

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 of London Affordable Housing Foundation, relating to the property located at 1039, 1041, 1043, 1045, 1047 Dundas Street:

a) the proposed by-law appended to the staff report dated April 3, 2018 BE INTRODUCED at the Municipal Council meeting to be held on April 10, 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 Business District Commercial (BDC) Zone TO a Business District Commercial Bonus (BDC*B(_)) Zone, subject to the completion of a development agreement, to facilitate the development of a high quality, multi-storey, mixed-use building with a maximum of 41 dwelling units (205 units per hectare) which substantively implements the Site Plan and Elevations appended to the staff report dated April 3, 2018 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

i) Exceptional Building Design

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

ii) Provision of Affordable Housing

the development provides 41 dwelling units (205 units per hectare), consisting of 32 one bedroom units and 9 barrier free one bedroom units for affordable housing;

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

i) appropriately mitigate potential CPTED issues through site design alternatives, specifically along the interior side yards and vehicular entrance; and,

ii) enhance the landscape strip along the rear property line to include buffer plantings (trees) adjacent to residential properties;

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 City of London Official Plan policies and Rapid Transit Corridor Place Type policies in The London Plan;

. the recommended amendment facilitates the redevelopment of an underutilized site and encourages an appropriate form of development; and,

. the bonusing of the subject site ensures the building form and design will fit within the surrounding area and provide for an affordable housing and quality design standard. (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: 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)

Moved by: A. Hopkins

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)

3.3 Not to be heard before 4:30 PM - S. Franke - 2nd Report of the Agricultural Advisory Committee

Moved by: A. Hopkins

Seconded by: Mayor M. Brown

That the following actions be taken with respect to the 2nd Report of the Agriculture Advisory Committee from its meeting held on March 21, 2018:

a) Clause 5.1 BE AMENDED by deleting the clause in its entirety and replacing it with the following:

“the Mayor BE REQUESTED to write a letter to The Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs, seeking information as to when further public consultation opportunities related to the *Bees Act* may occur, taking into consideration the release of Ontario’s Pollinator Health Action Plan.”; and,

b) clauses 1.1 and 3.1 to 3.4 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. Items for Direction

4.1 Neighbourhood School Strategy - Evaluation and Acquisition of Surplus School Sites

Moved by: M. Cassidy

Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken regarding the evaluation and acquisition of school sites identified as surplus to School Boards' needs:

a) the staff report dated April 3, 2018 entitled "The Corporation of the City of London, Neighbourhood School Strategy – Evaluation and Acquisition of Surplus School Sites" BE RECEIVED for information;

b) the above-noted report BE CIRCULATED to the Thames Valley District School Board, the London District Catholic School Board, the Urban League and the Child and Youth Network for their review and comment, prior to the final report being brought before a future meeting of Planning and Environment Committee; and;

c) the draft Surplus School Sites Evaluation and Acquisition Policy appended to the staff report dated April 3, 2018 BE CONSIDERED at a future meeting of the Planning and Environment Committee following the public consultation as outlined in part b), above. (2018-L07)

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

None.

6. Adjournment

The meeting adjourned at 6:02 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 1039, 1041, 1043, 1045 and 1047 Dundas Street (Z-8862)

- Harry Froussios, Zelinka Priamo Limited, on behalf of the applicant – requesting to defer his comments until after the public has spoken in case he has to address any of their comments; noting that he will speak after the public has spoken; advising that Sister Joan Atchison and Mr. Dale Boost are representing the London Affordable Housing Foundation in the audience as well as Mr. Jim Sheffield of Nicholson Sheffield Architects, who is the project architect; thanking staff for their continued assistance on this project, it has been a great collaborative effort; expressing support for the staff recommendation; stating that this rezoning will allow an affordable housing project in the Old East Village and it is an appropriate form of intensification, it meets the Provincial Policy Statement, it meets the City of London's Official Plan, it takes into consideration the surrounding land uses in terms of the height, the form that is presented, the density, it makes efficient use of municipal infrastructure, it is transit supportive and it is going to provide a necessary and desired type of building form in the community; stating that the proposed development is also an excellent example of the type of development that is envisioned in The London Plan along the Rapid Transit Corridor; concurring with the staff analysis regarding the issues that were presented through the consultation process; indicating that it has been an extensive consultation process with the community, as noted by Mr. Boost, they had the public open house on January 31, 2018, received a lot of productive comments and they have made changes to the building since that time which they believe now has made the project even more supportive to the neighbourhood; appreciating the comments that were presented by the Old East Village Business Association, they are an important neighbour, they have a vested interest in this community and they look forward to working with them on this project; their comments that have been presented in terms of the design of the building, the site design, the CPTED issues, they believe that they have already been addressed but anything outstanding can be dealt with through the upcoming site plan approval process and they are confident that they will be able to achieve addressing all of those comments; relating to the parking issues that were brought forward by Mr. Patton on behalf of his client, they appreciate Dr. M. Malizia's concerns but they do not believe that this proposed development will have a negative impact on the existing parking situation on the lands; stating that as was noted a similar project by the London Affordable Housing Foundation exists and the parking rate that is there is sufficiently low that they believe there will be a surplus of parking on this property; combined with the fact that they are going to be on a proposed bus rapid transit route, they anticipate that there will not be a heavy reliance on vehicles on this project and there should not be a parking issue; however, an attempt to address Dr. M. Malizia's concerns their client reached out to him on a couple of occasions through written correspondence to acknowledge his concerns and to suggest meeting with him to go over it and the second correspondence was to provide a couple of measures that would assist in alleviating his concerns; noting that one of which was addressed by Mr. A.R. Patton, to put No Parking signs on both properties to make the visitors and tenants aware that they are not authorized to park on 1033 Dundas Street and second to that their client is also proposing in the rental agreements to put a clause for all the tenants that neither they nor their visitors are allowed to park on that property and if they do so, they are subject to any fines that are incurred to have their cars towed from the premises; beyond that they do not know what they can do to satisfy that concern, he does not believe that there is going to be a parking issue here, they are on a rapid transit route, there is going to be bicycle parking provided on the site; there is parking available on the side streets in the vicinity of this project; believing that this is a good project and warrants the Planning and Environment Committee's consideration. (See attached communications.)
- Stephanie Picnolo, area resident – requesting more information about this building; indicating that that area, in particular, small business owners are trying to revitalize that area; pointing out that she has read that the building located at 812 Dundas Street, wondering if this is also a building that is funded by the same organization; (*Councillor Turner indicates that all questions will be answered at the end of the public participation meeting.*); indicating that the building located at 812 Dundas Street, wondering what the current occupancy of that building right now, it looks pretty desolate to her; wondering if this is the best area for another low income apartment style building to be built; advising that they have a lot of small business owners trying to build their businesses there, they

have the Kellogg's Factory being revitalized; talking to people in her community and concerns have been expressed that this is not the best use of space and people were wondering if there were going to be any other meetings held at a different time as people are still at work and small business owners are still operating; wondering if there will be a meeting at Boyle Community Centre.

- Jen Pastorius, Manager, Old East Village Business Improvement Area (BIA) – expressing appreciation to City of London Planning staff, especially Mr. M. Tomazincic, Manager, Current Planning and Mr. M. Corby, Senior Planner, for their work; thanking the London Affordable Housing Foundation for their ongoing dialogue; noting that they have been in conversation since the earliest days of this project and the BIA is happy to continue to provide local context and perspective; thanking the ongoing collaboration with the Housing Development Corporation; noting that they are pleased to work with them on this and other projects; advising that Old East London was the earliest adopter of affordable housing, embracing the pilot Convert-to-Rent program in 2003; pointing out that they currently have over 370 units, both affordable and geared-to-income in and around, adjacent to their Community Improvement area on Dundas Street between Adelaide Street and Charlotte Street; stating that they are pleased to support balanced and contextualized affordable housing in Old East Village; advising that the report that they submitted earlier contains concerns, however, she is happy to be here to support the changes that have been made to the plans as a response to feedback; regarding commercial on the first floor, the 2005 Old East Village Community Improvement Plan Area identified the east area of the corridor as an area of transition; noting that this was also mentioned by Mr. M. Corby, Senior Planner; pointing out that both the Planners Action Team report and the following Community Plan were instrumental in the success of the area revitalization, previous and ongoing, but they were also a moment in time; stating that the Community Improvement Plan states that it was envisioned that this area, the area of transition, will not serve as an extension for the pedestrian oriented commercial corridor; it appears that both the Planners Action Team report and the Community Improvement Plan were so well thought out, written and executed that they have surpassed the expectations and it is actually a thriving commercial and pedestrian corridor with both long-standing and new businesses creating an anchor at the east end of the Old East Village; advising that this is why it was strongly suggested in the comments that more commercial spaces would be welcomed and likely utilized in this particular development; indicating that it is reasonable to understand why staff would utilize the Community Improvement Plan policies, of course, to inform the recommendations, however, she would love to provide the opportunity to meet with staff to update the policy to reflect what is happening on the corridor at this time and the new utilized and emerging areas that are happening; advising that the developer is not able to commit to commercial units on the main floor at this time, however, the BIA was pleased to learn that the project will retain its commercial zoning, that there will be no built form barriers to converting the main floor apartments into commercial in the future and that the London Housing Development Corporation has committed to a mechanism in the agreement which will allow for conversion if requested; if market demands more retail in the future, the London Affordable Housing Foundation will have everything in place to create commercial space in their building; indicating that another important theme was building design; pointing out that the majority of concerns regarding building design focused on windows, the main entrance and driveways; indicating that the majority of concerns that they provided have been addressed in the renderings that the Planning and Environment Committee was shown at the meeting, which is really fantastic and they are thrilled with the design changes; understanding the context of any new development is key, especially if the developer is not a resident of the area; noting that she is fortunate enough to live in and work in the same area and not a lot of folks get that joy; expressing support for a mixed housing approach, as stated earlier, they have a large concentration of different kinds of services including affordable housing, not saying that they do not need more but they love to be able to see a mixed housing complex which allows for all different folks to live in the same building together and they are pleased to be working with both the London Affordable Housing Foundation, the Housing Development Corporation, in partnership with their foot patrol to provide localized content, identify challenges and work together to ensure that once this development is realized, the new residents of Old East Village will fully enjoy all that the Village has to offer, the BIA is pleased to provide these comments and look forward to working with the London Affordable Housing Foundation as the project develops.

- Sarah Merritt, area resident – advising that she had the good fortune of being involved in the early stages of this development and she had the opportunity to get to work with the people from the London Affordable Housing Foundation and meet up with Sister Joan again after a number of years; advising that, like Ms. J. Pastorius, she is really happy to see the changes that have been made based on the discussions that they had and the community input; relating to the commercial component, she understands that, at this point in time, this might not be something that is necessarily achievable, but she thinks that the fact that the developers were willing to design their building in such a way that, if at a future date, there was an opportunity for commercial development that would hopefully benefit the residents, that that piece is in the development plan so that an area resident who has had some early and middle discussions with some, she is really happy to see how you take an idea, you throw all the ideas and opinions together and you come up with something that works for everybody.
- Alan R. Patton, on behalf of Dr. M. Malizia – indicating that Dr. Malizia has a practice at 1033 Dundas Street East; noting that he is the adjacent owner; advising that, if you look at the proposed amendment to Schedule “A”, you will see the subject property in cross hatching and to the east is Dr. Malizia’s property; advising that Dr. Malizia is a family doctor with a very busy practice at 1033 Dundas Street East; pointing out that his property is immediately adjacent to the west of the subject property and has been for greater than forty-five years at this location; stating that his parking lot is used and is available only for his staff and his patients; noting that a majority of his staff drive to work; noting that it is not a large parking area but it is sufficient for the nature of his practice; advising that his legitimate concern is about the adverse impact on his property; noting that it is not the use of the property for residential, it is the lack of parking for the proposed use and there will be, if this building is at 100% occupancy, there will clearly be impacts from parking; stating that with the forty-one dwelling units as proposed, if there is forty-one people, on person per unit, that is a significant number of parking that could be affecting his property for his parking purposes; outlining that if there is an average of two persons per unit, that is eighty-two persons living on the property and even as a middle ground with sixty-one persons residing in this facility, that is 1.5 persons per unit; stating that the problem is that there is going to be an adverse impact on the parking for his clients and his employees; in an effort to try to lessen this, his staff has written that there are three bus routes that serve this property, the number 2 Dundas, number 7 Wavell and the number 20 Cherryhill; noting that Cherryhill is named for the complex to the west but it does operate on Quebec Street; but that is really of no assistance to him in the proper use of his property; stating that the parking study further referenced a similar affordable housing development owned by the appellant which had a ratio of as low as .36 parking spaces per unit and therefore the recommendation of twenty-two parking spaces; indicating that this is simply not going to be the reality on the ground; without any acknowledgement or comment or analysis, there will be friends, relatives, guests and visitors driving to the site and they will be using those parking spaces owned by his client; believing that it is inevitable that his client is and will be properly and legitimately concerned about his valuable parking spaces to be used by visitors to the apartment; stating that there are no other options for his client other than to take proactive measures for the use of his parking spaces by his employees and patients and that is to post No Parking signs unless you are a patient of Dr. Malizia and/or provide parking cards for his patients to put on the dashboard or the really aggressive approach is to contact a towing company to tow unauthorized motor vehicles; indicating that these are simply the options that are available to him to protect his interest; advising that the density of the site, he has calculated out with the maximum number of units, is 556 units per hectare which is greater than the City’s downtown and he does not believe that either one can state that that level of density is sound land use planning without having an unacceptable adverse impact on his clients’ property; stating that he does not want to appeal to the Ontario Municipal Board even though that is a good place to present your case; indicating that he does not want to deal with the replacement for the Ontario Municipal Board, the Local Appeals Tribunal and he does not want to implement a new office protocol of using windshield parking cards that say this is parking for his patients, his staff, all other vehicles will be towed; noting that there is a company in town that is pretty aggressive about that; asking the Planning and Environment Committee to reject the application at this time and refer it back to staff to work out a more suitable location for the London Affordable Housing Foundation for its good works without adversely affecting a neighbouring land use; stating that either this site is either too small or the proposed building is too large for the site.

- Dale Boost, London Affordable Housing Foundation – expressing appreciation for the comments that they have received so far; advising that the London Affordable Housing Foundation is a volunteer, multi-faith twelve member Board of Directors from different segments of our population; indicating that they like diversity; stating that they are a Non-Profit Registered Charity; advising that, early on in their history, in the early 2000's, three Sisters from the Sisters of St. Joseph's Community, Sister Margo Ritchie, Sister Sue Wilson and Sister Joan Atchison, received a request to see what they could do to help address poverty in the City of London; the result of their search into that idea was that they felt the best way that they could do this was with affordable housing in the City of London; indicating that early on in the formation of the Board, Susan Eagle, former Councillor, City of London, was on their Board for a number of years and today Sister Joan from the original founding of the Board is their Chairman here today; their sole purpose, the only thing that they do, they do not develop land and sell property and units, their sole purpose is to provide safe and affordable housing for the citizens of London who face economic barriers and they provide facilities where they can live in security and dignity; reiterating that that is all that they do; advising that they have two other projects, Savannah Road is a fourteen unit townhouse project and Gethsemane Gardens is a twenty-five unit apartment building, these are both under the affordable housing program; advising that they collaborate and try to be helpful to others in their community, they develop their projects for the citizens of the City of London and this project, in particular, again, it is their project; advising that they do not have a target group for tenancy in their buildings, their projects are open equally to all of the citizens of London; stating that our city has a need and requirement for affordable housing and our sole purpose is to address this need; financing for this project, approximately seventy percent will be grant money which is thirty percent from the City, thirty percent Federal and thirty percent Provincial, the remaining thirty percent of the costs for this project will be a mortgage taken out by their group which they are responsible for; indicating that there is no profit to their organization and any surplus monies are put into a reserve fund for future maintenance and upgrades of their projects; relating to this project in particular, it is a beautiful project, in a great location, forty-one units, with thirty-two singles and nine barrier free; advising that four years ago they identified this Dundas Street area as a place that they want to be and where they want to help; indicating that they purchased this property before McCormick lands were unveiled and long before Kellogg's was sold; advising that they developed a relationship with their neighbours, they made contact with Old East Village to make them aware of their project and updates and to consider their comments and we look forward to continuing their dialogue with them and appreciate the comments of S. Merritt and J. Pastorius from Old East Village; advising that they met with Kellogg's, they went to their open house and they share their excitement and enthusiasm for this area; their next door neighbour, Canadian Core Legion, is most accommodating and they had an open house on January 31, 2018, to the community and they were most interested in providing their facilities to make it like a community event; advising that they have an ongoing communication relation with their neighbour, Dr. M. Malizia, whom the Planning and Environment Committee have just heard from on their other side and they are trying to understand and to address the concerns he has with parking; advising that they do not agree with the comments but they want to listen and to do their best; indicating that they have engaged with a great team who have done their best to work with them to bring their project to this stage; Nicholson Sheffield Architects, Zelinka Priamo Limited and the Housing Development Corporation; stating that the Housing Development Corporation here in London who oversees the affordable housing program has been very helpful in the progress of their project as it would fit into the affordable housing program; after occupancy people will pass this facility and think what a great building in a perfect community location and it will be visually anonymous to its development under the affordable housing program; stating that this is a project for the City, it is not about them as far as citizens and as far as service to our community.
- Frank Felice, resident, Old East Village – expressing support for the project; advising that, in Old East Village, over the last twenty years or so, they have been working on their revitalization and he has always been proud that they did so in a collaborative fashion and with the intention of including everyone in their Village; what was nice about this project, what was good about it, he believes that this kind of project should be as beautiful as possible and he thinks that their feedback in terms of how the building looks, a lot of it has been incorporated and they have come up with a design that, based on what he sees at the meeting, looks very nice, he thinks that it will add to the streetscape, it will add value

to people who live there and he thinks it is a good addition to an area just outside of Old East Village.

- Dennis Meekum, 1247 Huron Street – expressing support for this project; advising that there is a building on Waterloo Street that looks like an affluent building, it has self-contained parking, it fits the neighbourhood, it is a densely populated area; reiterating that he is all for it and he thinks that City Councillors have bigger fish to fry than worrying about something in Old East to tell you the truth.

Dr. Mario Malizia
1033 Dundas St
London Ont
N5W 3A4

Delivered Monday 5th Feb 2018

Dear Dr. Malizia

Re : Parking at 1045 Dundas St - Nightingale Place

Thank you for coming to our Open House of our Nightingale project last Wednesday. It was nice to talk to you and we look forward to meeting with you again over the next week.

Sister Joan , President of our group, and myself from our Board of Directors appreciated meeting you and being able to hear from you of your concerns with our new proposed project neighbouring your property. We understand you are concerned that tenants from our facility may try to use your parking facilities if ours was ever full . Also that in the past you have had people from other areas using your parking facilities which is on your property and for your patients only.

Our nonprofit charitable foundation has experience with our other projects very similar to new project and feel very confident that our parking facilities are adequate and would not present a problem for you however we understand your concern and we want to do want we can to satisfy your concerns. The funding available for this project has dictated the design concept and tenant facilities and we feel it is a great community project.

As mentioned at our Open House we would contact you this week to continue this discussion as that busy Open House meeting last week was not the best place to continue with that conversation. It will be good to discuss this further to understand fully the situation and to address your concerns and what further could be understood or done to address your concerns and allow this to be a non issue between us neighbours.

Sister Joan and myself are available to meet over the next week at the following times at a place of your choosing.

- Wednesday 7th Feb all day.
- Friday 9th Feb any time after 1PM
- Monday 12th Feb any time after 1PM

I will be away Tuesday 13th Feb for two weeks so we would appreciate meeting over the next week please.

Would you please contact me by email
(Tel. 519-432-3781 ext.# 403 or email SisterJoan Atkinson)

Sister Joan Atkinson
let us know when we can meet.

Thank you Dr. Mario. We look forward to meeting with you over the next week.



Dale Boost
Project Committee – Board of Directors
London Affordable Housing Foundation CC Sister Joan Atkinson

LONDON AFFORDABLE HOUSING FOUNDATION
PO Box 834, London, ON N6A 4X3
Tel: 519-432-3781 Ext. 418 Fax: 519-432-8557



Dear Dr. Mario Malizia

Delivered 12th. Feb.2018

Further to my letter to you dated 5th Feb 218 and our telephone conversation this past Wed. 7th Feb. the following is in response to your request for something in writing concerning what could be done to address your concern regarding unauthorized parking on your property.

We believe that the proposed number of parking spaces on our property will be sufficient for the needs of our tenants and visitors and they would not utilize your lands for parking. However we appreciate your comments and the following is our proposal to address this issue .

1. Within our tenant rental agreement we will add the following clause that the tenant must agree to -

"Parking by tenants and/or visitors is not authorized or permitted on neighbouring private property located next door at 1033 Dundas St. Violators will have their vehicles removed from this private property and will be responsible for all towing company charges, fees, and expenses incurred by the owner of 1033 Dundas St. ."

2. In our lobby, in our parking lot, and in your parking lot we will place very visible signage as below -

"Parking at 1033 Dundas St. is for the exclusive use of staff and patients only. All other parking is prohibited, and violators will have their vehicles removed from this private property "

Based on our experience at our other projects we are confident that our parking facilities are adequate and will not present a problem to others in our community. We understand your comments and we trust the above will alleviate any concern between good neighbours.

Yours truly,

A handwritten signature in black ink that reads 'Dale Boost'.

Dale Boost – Board of Directors
Project Committee –London Affordable Housing Foundation
cc. Sister Joan Atkinson

LONDON AFFORDABLE HOUSING FOUNDATION
PO Box 834, London, ON N6A 4X3
Tel: 519-432-3781 Ext. 418 Fax: 519-432-8557

Community and Protective Services Committee

Report

7th Meeting of the Community and Protective Services Committee
April 4, 2018

PRESENT: Councillors M. Cassidy, V. Ridley, B. Armstrong, M. Salih, P. Squire
ABSENT: Mayor M. Brown
ALSO PRESENT: Councillors J. Helmer, A. Hopkins and M. van Holst; J. Bunn, B. Card, M. Daley, S. Datars Bere, A. Davila, L. Hamer, O. Katolyk, V. Kinsley, G. Kotsifas, L. Livingstone, A. Mohile, S. Oldham, 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: P. Squire
Seconded by: V. Ridley

That Items 2.1 to 2.4 BE APPROVED.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

2.1 RFP18-07 - Consulting Services - Thames Valley Corridor - SoHo Neighbourhood

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

That on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the staff report dated April 4, 2018, related to Consulting Services for the Thames Valley Corridor SoHo Neighbourhood:

- a) the proposal submitted by Dillon Consulting for the provision of Consulting Services for the Thames Valley Corridor SoHo Neighbourhood in accordance with RFP18-07, at a total estimated cost of \$300,997.60 (HST extra), BE ACCEPTED;
- b) the financing for this purchase BE APPROVED in accordance with the Source of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract for this purchase; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to these recommendations. (2018-D09)

Motion Passed

2.2 RFP 17-36 - London Fire Department - Enterprise Wide Management / Administration Software

Moved by: P. Squire

Seconded by: V. Ridley

That, on the recommendation of the Acting Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children and Fire Services (NCFS) and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to staff report dated April 4, 2018 related to the acquisition and implementation of a cloud based enterprise wide management/administration software for the London Fire Department (RFP 17-36):

- a) the above-noted report on the assessment of the scope and sourcing of a cloud based software solution BE RECEIVED for information;
- b) RFP17-36 for the acquisition and implementation of the software solution BE AWARDED to ICO Technologies Inc. in accordance with section 8.5 (a) (i) of the Procurement of Goods and Services Policy at an implementation cost of \$388,400 (excluding taxes), conditional on Council approval of the service agreement set out in part c), below;
- c) the revised attached proposed by-law BE INTRODUCED at the Municipal Council meeting on April 10, 2018 to:
 - i) approve the Service Agreement between The Corporation of the City of London and ICO Technologies regarding records management and reporting software for Fire Services, substantially in the form appended to the above-noted by-law; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- d) the financing for the project BE APPROVED as set out in the Source of Financing Report appended to the above-noted staff report; and,
- e) the Civic Administration BE AUTHORIZED to undertake the administrative acts that are necessary in connection with the acquisition and implementation of the records management and reporting software solution.(2018-A03)

Motion Passed

2.3 Single Source Procurement - SS18-14 - Recreation Activity Management System

Moved by: P. Squire

Seconded by: V. Ridley

That, on the recommendation of the Managing Director of Parks and Recreation and the Managing Director of Neighbourhood, Children, and Fire Services, the following actions be taken with respect to the staff report dated April 4, 2018 related to a single source acquisition of a Recreation Activity Management System for the City of London under section 14.4(g) of the Procurement of Goods and Services Policy:

- a) the price submitted by Perfectmind Inc. for a Recreation Activity Management System for the City of London, at an implementation cost of

\$143,500 (excluding HST) and annual service fee of \$108,800 per year (excluding HST), for a contract term of five (5) years, BE ACCEPTED;

- b) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the work to be done relating to this project; and
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-A03)

Motion Passed

2.4 3rd Report of the Animal Welfare Advisory Committee

Moved by: P. Squire

Seconded by: V. Ridley

That the following actions be taken with respect to the 3rd Report of the Animal Welfare Advisory Committee from its meeting held on March 1, 2018:

- a) the Director, Water and Wastewater, the Acting Division Manager, Stormwater Engineering and B. Verscheure, Land Use Regulations Officer, Upper Thames River Conservation Authority, BE INVITED to attend the next Animal Welfare Advisory Committee (AWAC) meeting to advise the AWAC on the actions relating to the beaver lodge destruction in West London, including but not limited to, the jurisdiction over the waterway in order to assess how to better protect species at risk in these circumstances and how the AWAC might assist affected residents;
- b) the Manager, Urban Forestry, BE REQUESTED to advise the Animal Welfare Advisory Committee of the following, with respect to the tree trimming protocols being prepared:
 - i) an update on the status of the proposed tree trimming protocols;
 - ii) whether or not the proposed protocols will apply to the trees being removed along the proposed Bus Rapid Transit (BRT) routes; and,
 - iii) if the proposed protocols apply to trees being removed along the BRT route, whether or not the proposed protocol will be communicated to the personnel contracted to remove the trees along the BRT route;
- c) the matter of educating dog owners of the risks of their dogs contracting dog influenza BE INCORPORATED into the 2018 Animal Welfare Advisory Committee (AWAC) Work Plan; it being noted that the AWAC heard a presentation from K. Ashe, with respect to this matter; and,
- d) clauses 1, 2, 6, 7 and 8 BE RECEIVED.

Motion Passed

3. Scheduled Items

3.1 Community Gardens and the Mayor's New Year's Honour List Award for Accessibility

Moved by: V. Ridley

Seconded by: M. Salih

That the following actions be taken with respect to Community Gardens and the Mayor's New Year's Honour List Award for Accessibility:

a) the delegation from M. Cairns and J. Madden, of the Accessibility Advisory Committee, BE RECEIVED;

b) the Civic Administration BE REQUESTED to review past Advisory Committee reports to ensure that items are included on Standing Committee deferred lists, as appropriate;

c) the matter of renaming the "Persons with a Disability" award to "Accessibility" award for the Mayor's New Year's Honour List BE ADDED to the Community and Protective Services Committee deferred matters list; and,

d) the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with respect to modifications to the Community Gardens program, specifically with respect to accessibility.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

4. Items for Direction

Moved by: M. Salih

Seconded by: V. Ridley

That Items 4.1 and 4.2 BE APPROVED.

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

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

4.1 By-law L.-130-71

Moved by: M. Salih

Seconded by: V. Ridley

That the delegation request from J. Schlemmer, Neighbourhood Legal Services, with respect to the applicability of By-law L.-130-71, BE APPROVED for a future meeting of the Community and Protective Services Committee; it being noted that a communication from Mr. Schlemmer was received with respect to this matter. (2018-C01)

4.2 Day in a Chair

Moved by: M. Salih

Seconded by: V. Ridley

That the delegation request from A. McGaw, with respect to A Day in a Chair, BE APPROVED for a future meeting of the Community and Protective Services Committee; it being noted that a communication from Ms. McGaw was received with respect to this matter. (2018-R06)

Motion Passed

4.3 3rd Report of the Accessibility Advisory Committee

Moved by: V. Ridley

Seconded by: M. Salih

That the following actions be taken with respect to the 3rd Report of the Accessibility Advisory Committee, from its meeting held on March 22, 2018:

- a) the Conservation Master Plan for the Medway Valley Heritage Forest ESA (South) BE ENDORSED by the Accessibility Advisory Committee; it being noted that the Meeting Minutes from the ESA CMP Planning Process and the AODA Information Meeting held on February 21, 2018, as well as the attached presentation from L. McDougall, Ecologist, were received;
- b) the implementation of Option 1, as outlined in the attached presentation from J. Michaud, Landscape Architect, for the proposed playground at the South West Community Centre, BE SUPPORTED by the Accessibility Advisory Committee;
- c) the attached 2018 Work Plan for the Accessibility Advisory Committee BE APPROVED;
- d) J. Madden BE APPOINTED as Interim Chair of the Built Environment Sub-Committee and P. Moore BE APPOINTED as Chair of the Transportation Sub-Committee; it being noted that both the Built Environment Sub-Committee and the Transportation Sub-Committee will meet the second Tuesday of each month; and,
- e) clauses 1.1, 3.1, 3.2, 3.3, 3.4 and 5.2 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)

4.4 3rd Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: V. Ridley

Seconded by: M. Salih

That the following actions be taken with respect to the 3rd Report of the Community Safety and Crime Prevention Advisory Committee from its meeting held on March 22, 2018:

- a) the following actions be taken with respect to the Neighbourhood Watch London update:
 - i) Neighbourhood Watch London BE ADVISED that the Community Safety and Crime Prevention Advisory Committee supports the

Neighbourhood Watch London application for a London Community Foundation Vitality Grant; and,

ii) it BE NOTED that a verbal presentation and the attached information from M. Sands, Executive Director, Neighbourhood Watch London, with respect to the Neighbourhood Watch London update, were received;

b) the Pedestrian Crossover videos prepared by Active and Safe Routes to School BE NOMINATED by the Municipal Council for a Canadian Safety Council Award; it being noted that the Community Safety and Crime Prevention Advisory Committee received the attached communication from E. Van Kesteren, on behalf of Active and Safe Routes to School, with respect to this matter; it being further noted that the above-noted videos are available for viewing at the following link: <https://www.youtube.com/watch?v=mL0TzMtQC1w&t=2s>

c) L. Norman BE REQUESTED to advise the Transportation Advisory Committee (TAC) that the Community Safety and Crime Prevention Advisory Committee (CSCP) expressed its support for the Toronto Pedestrian Charter; it being noted that L. Norman is the CSCP representative to the TAC; and,

d) clauses 1.1, 3.1, 5.1, 5.4 and 5.5, 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)

4.5 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: V. Ridley

Seconded by: B. Armstrong

That the following actions be taken with respect to the 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on March 15, 2018:

a) the following actions be taken with respect to the Policy & Planning Sub-Committee minutes from its meeting held on March 1, 2018:

i) the Civic Administration BE REQUESTED to provide the Diversity, Inclusion and Anti-Oppression Advisory Committee with a list of policies being reviewed under the Gender and Equity Lens; and,

ii) it BE NOTED that the Policy & Planning Sub-Committee minutes from its meeting held on March 1, 2018 were received;

b) the following actions be taken with respect to the proposed Diversity, Inclusion and Anti-Oppression Advisory Committee brochure and logo:

i) the attached proposed brochure BE APPROVED with the following revisions:

A) correcting the Nomination period for The City of London Diversity, Race Relations and Inclusivity Award to September 30 each year;

B) reviewing Accessibility for Ontarians with Disabilities Act standards;

C) removing the picture of the crosswalk and using one showing people using the crosswalk; and,

D) including the City of London website link on the brochure; and,

- ii) the proposed logo BE TABLED pending a review by Corporate Communications;
- c) the City Clerk BE REQUESTED to undertake a review of the potential provision of child minding for Advisory Committees and to report back to the appropriate standing committee;
- d) the following actions be taken with respect to Black History Month:
 - i) M. Mlotha BE APPOINTED as the Diversity, Inclusion and Anti-Oppression Advisory Committee representative on the Black History Month Committee; and,
 - ii) it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation from M. Mlotha with respect to the Black History Month activities;
- e) the banner from the "All Are Welcome Here: United in Diversity" event being held on March 21, 2018, BE PRESENTED at the Municipal Council meeting to be held on March 27, 2018; and,
- f) clauses 1.1, 2.1, 2.2, 4.1, 5.1, 5.3, 6.2, 7.3 and 7.4 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 Deferred Matters List for the Community and Protective Services Committee, as at March 26, 2018, 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. Confidential

None.

7. Adjournment

The meeting adjourned at 1:02 PM.

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve a Service Agreement between The Corporation of the City of London and ICO Technologies to access Software as a Service for a Records Management and Reporting Software Solution for Fire Services.

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 Service Agreement to be entered into between The Corporation of the City of London and ICO Technologies regarding records management and reporting software for Fire Services, substantially in the form 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 , 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE 1

Service Agreement
 Between
ICO Technologies Inc.
 ("ICO")
 2483 Beaudry Leman Avenue, Shawinigan, QC
 -And-
The Corporation of the City Of London
 ("London")
 300 Dufferin Avenue, London ON

BACKGROUND

London is required by law to provide fire protection services as it determines may be necessary in accordance with its needs and circumstances;
 London has established a department called London Fire Department ("**LFD**") to further its obligation to provide fire protection services;
 Following a call for tenders, London has concluded that ICO's technology and services through its Software as a Service ("**SAAS**") as set out in this Agreement (collectively referred to as "**Services**") will enable London to run its operations effectively and efficiently, as further described in this agreement and its schedules (herein collectively referred to as "**Agreement**");
 ICO has experience and expertise in the business of providing the Services;
 ICO agrees to provide the Services and acknowledges that the successful performance of the Services and the security and availability of London's data are critical to London's ability to provide fire protection services;
 London and ICO wish to formalize their agreement in this written Agreement;
 Therefore, in consideration of the mutual covenants and representations set forth in this Agreement, the parties agree as follows:

SECTION 1 - THE SERVICES

- 1.1 Under the terms and conditions of this Agreement, ICO accepts to provide London with a hosted SAAS and the related services, as of the date of this Agreement, having the specifications described in the attached schedules, which are respectively a high overview of the features and services required by the LFD (**Schedule A1A**), the general SAAS and database related requirements of London (**Schedule A1B**) and the response provided by ICO to London's Request for Proposals (RFP) (**Schedule A1C**) attached hereto and forming part of this Agreement.
- 1.2 More specifically, ICO accepts to provide its Records Management System including its e-learning module and all other services such as customization/integration, data import/ export, monitoring, technical support, maintenance, training, backup and recovery, and change management necessary for London's productive use of such SAAS, as provided in **Schedule A1C**.
- 1.3 Unless otherwise limited, London and any employee or agent of London authorized by London to use the Services shall have the right to access and use the Services. Provided that London shall be responsible for the use of the SAAS by its authorized users, all authorized employees or agents of London and London are defined herein as "**London**". ICO shall be responsible for all user identification and password change management.
- 1.4 The SAAS licence granted hereby is an unlimited user one. The Services are provided to London on a scaled basis up to a maximum annual fee as outlined in **Schedule A2**.
- 1.5 ICO grants London a renewable, limited (as provided herein), non-exclusive, and worldwide right to access and use the Services.
- 1.6 Other than described in this Agreement, Authorized Users will have no other limitations on their use of the Service.
- 1.7 Where an Authorized User is required to "click through" or otherwise accept any online terms and conditions in accessing or using the Services, such terms and conditions shall not modify the terms and conditions of this Agreement.
- 1.8 The documentation for the Services (the "**Documentation**") will accurately describe the functions and features of the Services, including all subsequent revisions thereto. London shall have the right to make additional copies of the Documentation, at no additional charge, in connection with the use of the Services.

Documentation related to the internal processes around use of the Services will be the full responsibility of London. *For example, when a form tool is created for fire inspections, London will create the necessary workflow and supporting documentation related to training its employees on how and when to use these forms.*

- 1.9 The method and means of providing the Services shall be under the exclusive control, management, and supervision of ICO, giving due consideration to the requests of London. The Services, including the data storage, shall be provided solely from within Canada and on computing and data storage devices located therein.
- 1.10 ICO shall not subcontract any portion of the Services without London's prior written consent. ICO shall be responsible and liable for the performance and actions or omissions of its subcontractors, and ICO shall indemnify London for the same.

SECTION 2 - FUNCTIONALITY

- 2.1 The Services shall include the applicable allocation of storage for the amount of data required by London for effective use of the Services.
- 2.2 During the term of the Agreement, ICO shall not reduce or eliminate any functionality in the Services. Where ICO has reduced or eliminated functionality in the Services, London, at its sole election, shall:
- have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement and be entitled to a return of any prepaid Services fees; or,
 - discuss with ICO an adjustment to the Services fees accordingly on a prospective basis.

SECTION 3 - SERVICE LEVELS STANDARDS

- 3.1 For the term of the Agreement, time is of the essence, therefore, ICO shall provide the Services in accordance with the following Service Level Standards:
- 3.1.1 **Availability Service Level:** Services will be available to all London's authorized users 99.9% of the time;
- 3.1.2 **Response Time Service Level:** Responses time services will be as the following escalation plan.

Escalation plan

Problem	Intervention details
Critical problem - Complete system failure	Intervention of the ICO Technologies team: Response time to start intervention: 30 minutes Resolution status: Every hour Resolution Time Goal: ASAP within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Major problem - The software cannot function to its specifications	Response time to start intervention: 2h max Resolution status: Every hour Resolution Time Goal: within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Minor problem - The software can function to its specification, but requires problem solving within 24h	Response time to start intervention: 12h max. Resolution status: Every 24 hours Resolution within 48 hours Personnel involved: Level 2 support (support team, programmer, technician)
Request for enhancements	The ICO Technologies team acknowledges the request within 48 hours and the team follows up within a timeframe determined by the scope of the enhancement request from 8:00 am to 5:00 pm Monday through Friday. Personnel involved: Level 2 support (support team, programmer, technician, Project manager)
User support - Assistance on using the solution	Monday through Friday from 9:00 am to 4:00 pm Eastern time. Personnel involved: Level 1

- 3.1.3 **Technical Support Problem Resolution Service Level:** All technical support problems will be handled as per paragraph 3.1.2.
- 3.2 In the event ICO does not meet a Service Level Standards, it shall use its best commercial efforts to ensure that any unmet Service Level Standards are subsequently met. Notwithstanding the foregoing, ICO will use best commercial efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.
- 3.3 London shall have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement, and be entitled to a return of any prepaid Service fees (as defined herein) where ICO fails to meet any Service Level to such an extent that London's ability to use the Services is materially disrupted, force majeure events excepted.

SECTION 4 - SUPPORT; MAINTENANCE; ADDITIONAL SERVICES

- 4.1 ICO will provide technical support to London via a local telephone number. This telephone support will be staffed with trained support from xx:xx to xx:xx @ xxx.xxx.xxxx. ICO will forthwith notify London of any change in the telephone support number. Further assistance will also be available via email support (Email address goes here) and an online help desk. ICO will make every attempt to address all support questions within twenty-four (24) hours of receipt. ICO is responsible for any and all fees associated with staffing the support desk. Unless otherwise described herein, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the technical support.
- 4.2 ICO shall provide new releases, upgrades, modifications, bug fixes, and enhancements to the Services to ensure:
- a) the functionality of the Services, as described in the Documentation, is available to London's authorized users;
 - b) the Service Level Standards are achieved; and,
 - c) The Services work on the last 3 versions of Chrome, Firefox or Microsoft Edge. (formerly IE)
- 4.3 ICO shall provide no less than thirty (30) calendar days' written notice to London in advance of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, ICO shall provide as much advance notice as commercially practicable to London and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the maintenance.
- 4.4 Unless otherwise described, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the Customization/ Integration Services.
- 4.5 ICO shall provide London with sufficient instruction, including any necessary Documentation, understandable by a typical end user, of the features and functionality of the Services to become self-reliant with respect to the operation of the Services (Training Services). Unless otherwise described herein, as outlined in **Schedule A2**, the Services fees are inclusive of the fees for the Training Services. It is acknowledged by London that the Services fee includes ten (10) days of onsite training, plus ten (10) days of on line training.

SECTION 5 - TERM AND TERMINATION

- 5.1 The term of this Agreement shall begin on the signature date and shall terminate three (3) years thereafter, unless terminated earlier pursuant to the terms of the Agreement (the "**Initial Term**").
- 5.2 At the sole discretion of London, this Agreement may be renewed for a further three years term, upon a written notice from London to ICO, at least thirty (30) days prior to the end of the Initial Term of its wish to renew this Agreement (the "**Renewal Term**"). Collectively the Initial Term and the Renewal Term are designated as the "**Term**" of this Agreement".
- 5.3 If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after

- written notice of the breach, then the non-breaching party may terminate this Agreement as of a date specified in such notice.
- 5.4 Upon the expiration or termination of this Agreement or for any reason, London shall pay to ICO all undisputed amounts due and payable hereunder, if any. If ICO has been paid in advance and the Agreement is terminated for cause by London prior to the end of the Term, ICO will reimburse and pay to London an amount based on the unused Services on a per diem amount.
 - 5.5 Upon the expiration or earlier termination of this Agreement, each party shall promptly return to the other party, or certify the destruction of, the other party's Confidential Information.
 - 5.6 In the case of London's Data, ICO shall, within five (5) business days following the termination of this Agreement, provide London, without charge and without any conditions or contingencies whatsoever, with a final export of London's Data in CSV format. Further, ICO shall certify to London the destruction of any of London's Data within the possession or control of ICO. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.
 - 5.6 Through an Escrow Agreement with a third party, ICO shall ensure London is provided with continuity of Services, including the means to acquire the SAAS source code should ICO commence insolvency proceedings, receivership, bankruptcy or cease operations, in order to not impact London's day-to-day operations and protect London against these exceptional events. This Escrow Agreement shall oblige ICO to put updated version of the SAAS source code in escrow whenever a new version is released. The Escrow Agreement shall provide that (i) it may not be terminated by ICO or the Escrow Agent during the Term; (ii) it may only be assigned by the Escrow Agent with the consent of both ICO and London; (iii) the Escrow Agent shall be subject to the same confidentiality provisions as provided in this Agreement.
 - 5.7 Section 5.5 and 5.6 shall survive the termination of this Agreement.

SECTION 6 - TRANSITION SERVICES

- 6.1 Provided that this Agreement has not been terminated by ICO due to London's failure to pay any undisputed amount due to ICO, ICO will provide to London and / or to the service provider selected by London (such service provider shall be known as the "**Successor Service Provider**") assistance reasonably requested by London in order to effect the orderly transition of the applicable Services, in whole or in part, to London or to a Successor Service Provider (such assistance shall be known as the "**Transition Services**") following the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "**Termination Assistance Period**").
- 6.2 Provided that ICO and London agree as to price and scope of ICO provisioning of Transition Services, such Transition Services may include:
 - a) developing a plan for the orderly transition of the terminated or expired Services from ICO to London or the Successor Service Provider;
 - b) if required, transferring London's Data to London or the Successor Service Provider;
 - c) using commercially reasonable efforts to assist London in acquiring any necessary rights to legally and physically access and use any third party technologies and documentation then being used by ICO in connection with the Services;
 - d) using commercially reasonable efforts to make available to London, pursuant to mutually agreeable terms and conditions, any third party services then being used by ICO in connection with the Services; and,

Such other activities upon which the parties may agree. All terms and conditions of this Agreement shall apply to the Transition Services. This section shall survive the termination of this Agreement.

SECTION 7 – SERVICES FEES AND EXPENSES

- 7.1 All Services fees are included in the **Schedule A2** attached hereto (herein before and after the "**Services fees**").
- 7.2 London shall be responsible for and shall pay to ICO all Services fees.
- 7.3 Any other sum due to ICO for the Services provided for which payment is not otherwise specified in **Schedule A2**, shall be due and payable thirty (30) days after receipt by London of an invoice from ICO.
- 7.4 London is responsible for paying any sales or other applicable taxes, levies or duties incurred as a result of its use of the Services.
- 7.5 Any invoices that are not paid within thirty (30) days of receipt are subject to interest of two per cent (2%) per month on any outstanding balance or the amount permitted by law, whichever is less, plus all expenses of collection.
- 7.6 Unless otherwise provided for, ICO shall bill to London the Services fees due by sending an invoice in hard copy format to London's LFD at the address indicated in section 15.6 of this Agreement. Moreover, all such invoices shall contain:
- a) London's purchase order or contract number, if any;
 - b) Invoice number;
 - c) Description of Services rendered;
 - d) Services fees or portions thereof that is due;
 - e) Taxes, if any applicable; and,
 - f) Total amount due.
- 7.7 ICO is not permitted to suspend any part of the Services where (i) London is reasonably disputing any amount due to ICO; or, (ii) any unpaid but undisputed amount due to ICO is less than ninety (90) days in arrears.
- 7.8 ICO represents and warrants that it is an independent contractor for purposes of federal and provincial employment taxes. ICO agrees that London is not responsible to collect or withhold any such taxes, including income tax withholding and social insurance contributions, for ICO. Any and all taxes, interest or penalties, including any federal or provincial withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by ICO.

SECTION 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 Each of London and ICO represent and warrant that:
- 8.1.1 It is a duly constituted entity, validly existing, and in good standing under the laws of its province of incorporation;
 - 8.1.2 It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 8.1.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 8.1.5 It shall comply with all applicable federal, provincial, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licences required of it in connection with its obligations under this Agreement; and,
 - 8.1.6 There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 8.2 ICO represents and warrants that:
- 8.2.1 It is possessed the experience, expertise and skills with respect to the Services in order to perform them in an efficient and timely manner;
 - 8.2.2 It knows the particular purpose for which the Services are required as described in the Schedules A1A, A1B;
 - 8.2.3 The Services shall be performed in a competent and professional manner and in accordance with the highest professional standards;
 - 8.2.4 It acknowledges that London is relying on its representation of its experience, expertise and skills, and that any substantial misrepresentation may result in damage to London;
 - 8.2.5 The Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria provided in this Agreement;
 - 8.2.6 ICO will use its best commercial efforts to ensure that no computer viruses, malware, or similar items (collectively, the "**Virus**") are introduced into the

- London computer and network environment by the Services;
- 8.2.7 During the Term, ICO shall maintain in force any third-party agreements whose software is incorporated into the SAAS or are necessary for the use of the Services;
- 8.2.8 ICO is the lawful owner of or the holder of all right, title and interest into the SAAS and into its source code (excluding any London Data processed, stored or transmitted therein), and has all the necessary rights in the Services to grant the right to access and use of the Services under this Agreement;
- 8.2.9 The Services and any other work performed by ICO hereunder shall not infringe upon any Canadian or foreign copyright, patent, trade secret, or other proprietary rights, or misappropriate any trade secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest into the SAAS that would be conflicting with its obligations under this Agreement; and
- 8.2.10 Notwithstanding any other provision set forth herein, in no event shall ICO be liable to London or its authorized users for any consequential, indirect, incidental, punitive or special damages, losses, or expenses associated with the use or performance of the SAAS or the Services.

SECTION 9 - LONDON'S DATA

- 9.1 Unless it receives London's prior written consent, ICO:
- (i) will not access or use data in electronic form collected, used, processed, stored, or generated as the result of the use of the Services, or collected or accessible directly from London, (collectively, "**London's Data**") other than as necessary to provide the Services; and
 - (ii) will not give any third party access to London's Data.
- 9.2 Notwithstanding the foregoing, ICO may disclose London's Data as required by applicable law or by proper legal or governmental authority. ICO will give London prompt notice of any such legal or governmental demand and reasonably cooperate with London in any effort to contest such required disclosure.
- 9.3 London possesses and retains all right, title, and interest in and to London's Data, and ICO use and possession thereof is solely as London's agent. London may access and copy any of London's Data in ICO possession at any time. ICO will facilitate such access and copying promptly after London's request.
- 9.3 ICO will retain any of London's Data in its possession until erased (as defined below). ICO will erase: (i) any or all copies of London's Data promptly after London's written request; and (ii) all copies of London's Data no sooner than one hundred and eighty (180) business days after the termination of this Agreement. Notwithstanding the foregoing, London may at any time instruct ICO to retain and not to erase or otherwise delete London's Data, provided London may not require retention of London's Data for more than one hundred and eighty (180) business days after the termination of this Agreement. Promptly after erasure, ICO will certify such erasure in writing to London. "Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- 9.4 ICO will not allow any of its employees to access London's Data, except to the extent that an employee needs access in order to provide the Services.
- 9.5 ICO will comply with all applicable federal and provincial laws and regulations governing the handling of London's Data.
- 9.6 ICO will promptly notify London of any actual or potential exposure or misappropriation of London Data ("**Leak**") that comes to ICO attention. ICO will cooperate with London and with law enforcement authorities in investigating any such Leak, at ICO expense. ICO will likewise cooperate with London and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at ICO expense, except to the extent that the Leak was caused by London.
- 9.7 ICO agrees that violation of the provisions might cause London irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, London will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

- 9.8 London's Data is and shall remain the sole and exclusive property of London, including derivative works of the foregoing whether or not created as part of the Services, and all right, title, and interest in London's Data is reserved by London. This section shall survive the termination of this Agreement.
- 9.9 London grants to ICO the right to access and use the London's Data for the sole and exclusive purpose of providing the Services, including the right to store, record, transmit, maintain, and display London's Data only to the extent necessary in the provisioning of the Services. Such access and use shall be in accordance with this Agreement.
- 9.10 ICO shall, within five (5) business days of London's request, provide London, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of an ICO invoice reasonably disputed by London), an export of London's Data in CSV format.
- 9.11 As a part of the Services, ICO is responsible for maintaining a backup of London's Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. ICO shall maintain a contemporaneous backup of London's Data that can be recovered within four (4) hours at any point in time. Additionally, ICO shall store a backup of London's Data in an off-site "hardened" facility no less than daily, maintaining the security of London's Data, the security requirements of which are further described herein. Any backups of London's Data shall not be considered in calculating storage used by London.
- 9.12 In the event of any suspected or actual loss of London's Data where such loss is due to the act, error, omission, negligence, or breach of the security of ICO, ICO shall notify London within twenty-four (24) hours of becoming aware of such occurrence and shall be responsible for recovering or recreating London's Data without charge to London. ICO shall compensate London for any reasonable expenses or claim, suffered by, accrued against, charged to, or recoverable from London in connection with the occurrence. This section shall survive the termination of this Agreement.

SECTION 10 – LONDON'S OBLIGATIONS AND UNDERTAKINGS

- 10.1 Without limiting any other provision set forth herein, London agrees to the following responsibilities:
- 10.1.1 to comply with all applicable laws and regulations in connection with its use of the Services, including without limitation those related to data privacy. London is responsible for ensuring that London's use of the Services comply with all applicable privacy legislation, such as PIPEDA, and that all consents and authorizations to collect, use and store personal information (any information that allow the identification of an individual) in the SAAS were obtained. London assumes all risk arising from any use by London or its authorized users that are not compliant with all applicable privacy legislation.
- 10.1.2 To ensure that any use of the SAAS by any authorized users is in accordance with the terms of this Agreement.
- 10.1.3 to use the SAAS according to the use for which it is intended and agrees to compensate ICO for all the inconveniences resulting from a misuse of the SAAS by London or any of London's authorized users.
- 10.1.4 to protect ICO's Confidential Information(as defined hereunder) and to prevent access to SAAS by anyone other than its authorized users. London shall not rent, lease, assign, resell, distribute, or sub-licence SAAS to any third party. Except as specifically permitted by this Agreement. London shall not copy, modify, or otherwise create any derivative work of the SAAS. London shall not disassemble, reverse engineer, decompile, or attempt to obtain access to the source code or internal design of the SAAS. London shall not remove or alter any copyright or other legal notices contained in SAAS. London shall not develop, produce, sell or distributes a competitive product or service that is similar to SAAS for itself or a third party while this Agreement is in force.

SECTION 11 - NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 For the purposes of this Agreement, the term "**Confidential Information**" shall mean all information and documentation of a party that:
- a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity;
 - b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning;
 - c) with respect to information and documentation of London, whether marked "Confidential" or not, consists of London's information and documentation included within any of the following categories:
 - (i) Employee, agent, customer, supplier, or contractor lists;
 - (ii) Employee, agent, customer, supplier, or contractor information;
 - (iii) Information regarding business plans (strategic and tactical) and operations (including performance);
 - (iv) Information regarding administrative, financial, or marketing activities;
 - (v) Pricing information;
 - (vi) Personnel information;
 - (vii) Products and/or services offerings (including specifications and designs);
 - (viii) London's Data; or,
 - (ix) Processes (e.g., staffing, technical, logistical, and engineering); or, any confidential Information derived from the information of a party.
- 11.2 The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The term "Confidential Information" does not include any information or documentation that was:
- (i) already in the possession of the receiving entity without an obligation of confidentiality;
 - (ii) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights;
 - (iii) obtained from a source other than the disclosing entity without an obligation of confidentiality; or,
 - (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).
- 11.3 Subject to London's obligations under the Municipal Act, 2001 and the Municipal Freedom of Information and Protection of Privacy Act, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
- 11.4 Each party shall use its best commercial efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 11.5 Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other, which damage may be inadequately

compensable in the form of monetary damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of either party, the immediate termination, without penalty to either party, of this Agreement in whole or in part.

- 11.6 Upon the termination of this Agreement in whole or in part, each party shall, within five (5) calendar days from the notification of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should ICO and London determine that the return of Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the notification of a termination to the other party
- 11.7 The provisions of Section 11 shall survive the termination of this Agreement.

SECTION 12- PROPRIETARY RIGHTS

- 12.1 London acknowledges that, in the course of performing the Services, ICO may use software and related processes, instructions, methods, and techniques that have been previously developed by ICO (collectively, the "**Pre-existing Materials**," which may be included in the Services and that the same shall remain the sole and exclusive property of ICO.
- 12.2 The SAAS accessed by London is the property of ICO and is protected by copyright, trademark and other intellectual property laws. London does not acquire any right, title, or property interest in or to the software except the limited and temporary right to use and access it in its use of the Services.
- 12.3 ICO owns and retains all right, title and interest in and to the SAAS, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Services. This Agreement does not provide London any intellectual property rights in or to the SAAS or any of its components.
- 12.4 Except as expressly set forth herein, no right to use the Confidential Information nor Pre-existing Materials separately from the Services is granted by either party to the other.
- 12.5 The provisions of Section 12 shall survive the termination of this Agreement.

SECTION 13 - INFORMATION SECURITY AND PRIVACY

- 13.1 Any information shared with ICO by London will be governed, where applicable, by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Health Information Protection Act (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.
- 13.2 Pursuant to PIPEDA, MFIPPA and PHIPA, "**personal information**" is information about an identifiable individual that includes any factual or subjective information, recorded or not, in any form. Personal information must be (i) collected with consent and for a reasonable purpose; (ii) used and disclosed for the limited purpose for which it was collected; (iii) accurate, (iv) and accessible for inspection and correction.
- 13.3 ICO has appointed a Privacy Officer responsible for overseeing compliance with PIPEDA and PHIPA who is: Maxime Bellemare, V.P. Technologies.
- 13.4 Without limiting ICO's obligation of confidentiality as further described herein, it shall be responsible for establishing and maintaining an information security program that is designed to:
- (i) ensure the security and confidentiality of London's Data;
 - (ii) protect against any anticipated threats or hazards to the security or integrity of London's Data;
 - (iii) protect against unauthorized access to or use of London's Data;
 - (iv) ensure the proper disposal of London's Data; and,
 - (v) ensure that all subcontractors of ICO, if any, comply with all of the foregoing.
- 13.5 Without limiting any other audit rights of London, London shall have the right to review ICO's information security program prior to the commencement of Services and from time to time during the term of this Agreement, as long as the audit does not disturb ICO's usual business activities.

- 13.6 During the provisioning of the Services, on an ongoing basis from time to time and without notice, London, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of ICO information security program, as long as the audit does not disturb ICO's usual business activities. Such audit may include review of threat risk assessments, Privacy Impact Assessments (PIA) and vulnerability assessments. In lieu of an on-site audit, upon request by London, ICO agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by London regarding ICO information security program.
- 13.7 London reserves the right, at its sole election, to terminate this Agreement without limitation if it reasonably determines that ICO fails to meet its obligations under this section.

SECTION 14 - STANDARD INSURANCE AND INDEMNIFICATION

- 14.1 ICO shall at its own expense obtain and maintain until the termination of this Agreement, and provide London with evidence of:
- 14.1.1 Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include London as an additional insured with respect to ICO's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, cross liability, blasting,/collapse/underpinning, pile-driving coverage, and severability of interest clauses; and
- 14.1.2 Professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall continue for twelve (12) months following completion of work; and
- 14.1.3 A cyber insurance clause that includes:
- a) for a first party: \$ 250,000 for remediation and notification expenses, \$ 50,000 for crisis management expenses, \$ 50,000 for data asset loss, \$ 50,000 for network business interruption loss
- b) for a third party: \$ 500,000 for intellectual property infringement, \$ 3,000,000 for network and security breach, \$ 3,000,000 for a privacy breach, \$ 3,000,000 for data personal injury
- 14.2 The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies London in writing at least thirty (30) days prior to the effective date of cancellation or expiry. London reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as London may reasonably require.
- 14.3 ICO shall not commence work until such time as satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of London. ICO shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the Term of this Agreement.
- 14.4 ICO shall indemnify and hold London harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by ICO, its agents, officers, employees or other persons for whom ICO is legally responsible.

SECTION 15 - GENERAL PROVISIONS

- 15.1 **Governing Law.** This Agreement shall be construed and governed in all respects by the laws of the Province of Ontario.
- 15.2 **Entirety of Agreement.** This Agreement, including the Schedules attached to it, constitutes the complete agreement between the parties with respect to the subject matter described herein and supersedes and terminates all previous agreements, written or oral, with respect to the subject matter described herein. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 15.3 **Invalidity of some provisions.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 15.4 **Waiver.** The failure by any party at any time to enforce any of the provisions of this Agreement or any right or remedy available to it hereunder or at law or in equity, or to exercise any of its options herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 15.5 **Assigning this Agreement.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations in it without the prior written consent of the other.
- 15.6 **Notices.** Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, by email, or by certified mail return receipt requested.

<p>To London: <u>Invoices:</u></p> <p>London Fire Department 400 Horton St London ON N6B 1L7 Attention: Administration</p> <p>Email:</p>	<p>To London: Other:</p> <p>The Corporation of the City of London Office of the City Clerk 300 Dufferin Avenue, London ON N6A 4L9 Attention: City Clerk</p> <p>Email:</p>	<p>To ICO:</p> <p>ICO Technologies Inc. 2483 Beaudry Leman Avenue, Shawinigan, QC G9N 3H7 Attention: Rene Patoine</p> <p>Email:</p>
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- 15.7 **Non-exclusivity.** Nothing herein shall be deemed to preclude London from retaining the services of other persons or entities undertaking the same or similar Services as those undertaken by ICO hereunder.
- 15.8 **Force Majeure.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delaying party shall use its best commercial efforts to minimize the delays caused by any such event beyond its reasonable control. Where ICO fails to use its best commercial efforts to minimize such delays, the delays shall be included in the determination of Service Level Standard achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this section, and inform the other party of its plans to resume performance. A force majeure event does not excuse ICO from fulfilling its responsibilities relating to the requirements of backup and recovery of London's Data. Configuration changes, other changes, viruses, or

other errors introduced, or permitted to be introduced, by ICO that result in an outage or inability for London to use the Services shall not constitute a force majeure event.

- 15.9 **Cumulative Remedies.** All rights and remedies of London herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against ICO for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 15.10 **Independent Contractor.** ICO represents and warrants that it is an independent contractor with no authority to contract for London or in any way to bind or to commit London to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of London. Under no circumstances shall ICO, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of London. In recognition of ICO status as an independent contractor, London shall carry no Workers' Compensation insurance or any health or accident insurance to cover ICO or ICO agents or staff, if any. London shall not pay any contributions to social insurance, employment insurance, federal or provincial withholding taxes, any other applicable taxes whether federal or state, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither ICO nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of London.
- 15.11 **Construction.** The parties agree that the terms of this Agreement result from negotiations between them.
- 15.12 **Amendment.** This Agreement may only be modified by authorized representatives of each party and in writing signed by both parties.

IN WITNESS WHEREOF, each party has caused its duly authorized representatives to execute this Agreement as of March____, 2018 at _____.

The signature page follows.

ICO Technologies Inc.

The Corporation of the City Of London

Authorized Signature *
*I have the authority to bind the corporation

Authorized Signature *
*I have the authority to bind the corporation

Printed Name

Printed Name

Title

Title

Date

Date

Authorized Signature *
*I have the authority to bind the corporation

Authorized Signature *
*I have the authority to bind the corporation

Printed Name

Printed Name

Title

Title

Date

Date

**SCHEDULE A1A
HIGH-LEVEL OVERVIEW OF THE FEATURES AND SERVICES
REQUIRED BY THE LFD**

This schedule is not intended to be an all-inclusive, detailed account of the Services supported by ICO to London, more specifically to the London Fire Department (hereinafter referred to as LFD).

The purpose of this schedule is to provide the parties with a high-level overview of the features and services required by the LFD. Despite the foregoing, ICO shall provide its Services in accordance with the Agreement, Schedule A1A, A1B, A1C, Schedule A2 and Schedule .

The annual cost outlined within the attached quote shall support the following functionalities:

1	Human Resources
1.1	Personnel Database
1.1.1	<i>The proposed module includes a personnel records</i>
1.1.2	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.1.3	<i>Hyperlink to training records & reports - summary page showing by training type, grade/mark, year taken, due/overdue, with minimum "clicks"</i>
1.1.4	<i>Hyperlink to training records & reports module to access detailed Training records, create user-specific reports such as by subject, date, etc. with minimum "clicks"</i>
1.1.5	<i>Hyperlink to injury reports information & reports - summary page showing type, date, days off, with minimum "clicks"</i>
1.1.6	<i>Hyperlink to injury / exposure reports information & reports module to access full Injury / exposure reports, create user-specific reports by date, type of injury etc. with minimum "clicks"</i>
1.1.7	<i>Hyperlink to attendance information & reports - summary page showing, for example, number of lost days during current year and prior year, by category of absence (i.e. WSIB, sickness, bereavement, etc.) with minimum "clicks"</i>
1.1.8	<i>Hyperlink to attendance information & reports module to create user-specific reports such as by date / range of dates, pay type (acting, overtime), type of absence, etc. with minimum "clicks"</i>
1.1.9	<i>Hyperlink to discipline records & report / personnel record includes discipline information see attached sample, with minimum "clicks"</i>
1.1.10	<i>Hyperlink to discipline records & reporting module to create user-specific reports, for example, by individual, discipline category, date range, etc., with minimum "clicks"</i>
1.1.11	<i>Hyperlink to Report showing all incidents attended (Firefighting), with minimum "clicks"</i>
1.1.12	<i>Hyperlink to Report showing all calls taken (Communications & Dispatch) with minimum "clicks"</i>
1.1.13	<i>Hyperlink to Report showing all Inspections & Investigations conducted (Fire Prevention) with minimum "clicks"</i>
1.1.14	<i>Hyperlink to Report showing all events attended (Public Education) with minimum "clicks"</i>
1.1.15	<i>Hyperlink to Report showing equipment and uniform issue (see 6.2)</i>
1.2	Attendance / Staff Scheduling
1.2.1	<i>Module allows creation of a Duty Roster ex. coding for squads, qualifications or special teams (Haz Mat etc.) or special status (call-ins, modified etc.)</i>
1.2.5	<i>All Other Divisions: Daily Attendance / Parade Statement</i>

2.2

1.2.6	<i>Summary and Detailed Reports preset by day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.6	<i>Summary and Detailed Reports can be created by user by selecting desired fields - day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.8	<i>Summary and Detailed Reports can be set up as exception reports on a set schedule</i>
1.2.9	<i>Hyperlink to each personnel record, subject to access permissions set up at user level</i>
1.2.10	<i>Permits electronic approval of daily attendance by authorized approvers</i>
1.2.11	<i>Potential to directly feed daily payroll data into Kronos System</i>
1.2.12	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.3	Trading Shifts - Work Order System
	<i>System based on a Work Order type basis:</i>
1.3.1	<i>Number/serialized by year and sequential issuing</i>
1.3.2	<i>Trade remains outstanding in system until tradee returns the trade - same WO #</i>
1.3.3	<i>System tracks outstanding trades</i>
1.3.4	<i>System provides pre-set warnings to those owed trades that they must be used</i>
1.3.5	<i>System ensure the tradee and the trader are the same classification before being sent to Platoon Chief</i>
1.3.6	<i>Systems ensures that the tradee has been off duty for a minimum of 16 continuous hours</i>
1.3.7	<i>Reports can be easily generated by date, trader, tradee, outstanding trades, activity</i>
1.3.8	<i>Reports can be set up as exception reports on a set schedule</i>
1.3.9	<i>Monthly showing those that have 6 and then 3 months to repay trades</i>
1.3.10	<i>Monthly showing those that have trades more than 1 year old</i>
1.3.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.4	Accumulated Overtime (AOT) , Acting Assignments
1.4.1	<i>Tracks by employee, squad, station, division, job title, date earned/acted, date used/cashed etc.</i>
1.4.2	<i>Report creation/generation and updating</i>
1.4.3	<i>Data is linked to employee record see 1.1.8</i>
1.4.4	<i>Exception Reporting based on 40, 60 hours accumulation, booked, reason earned, etc.</i>
1.4.5	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.5	Absenteeism Monitoring
1.5.1	<i>Tracks and flags patterned absences such as sick time booked around stat holidays, trades, vacation, weekends, specific month, etc.</i>
1.5.2	<i>Tracks and flags patterned absences by employee, station, squad, type of absence (sick time, AOT, vacation, WSIB)</i>
1.5.3	<i>Following each daily submission, compares employee absences by category against thresholds</i>
1.5.4	<i>Through exception reporting, identifies each business day individuals who have exceeded thresholds</i>
1.5.5	<i>Summary and Detailed Reports can be easily generated by date, type of absence, patterns</i>
1.5.6	<i>Number of lost days per injury easily determined</i>
1.5.7	<i>Injury views and reports can be easily generated by a range of date, type of</i>

	<i>injury, location</i>
1.5.8	<i>Absences can be viewed using a range of dates</i>
1.5.9	<i>Patterned absences easily determined and graphically depicted</i>
1.5.10	<i>Ability to electronically fill in Supervisor Report of Incident (SROI), Workplace Violence Incident Report at least with info similar to attached samples, and link to individual personnel records, plus any other documents in WORD, EXCEL, PDF or picture format</i>
1.5.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.6	Vacation Scheduling
1.6.1	<i>Vacation / Time Off Request Form</i>
1.6.2	<i>Vacation / Time Off Records / reports</i>
1.6.3	<i>How well does the Vacation Scheduling System:</i>
1.6.4	<i>Show tour and the number of individuals out, by classification</i>
1.6.5	<i>Measures the number of individuals out on vacation by classification per policy</i>
1.6.6	<i>Automatically update the summer tours for following year - advances by 3 double tours each year</i>
1.6.7	<i>Determine minimum and maximum number of "off season" vacation provided per policy?</i>
1.6.8	<i>Ensure right number of tours are provided each employee per year in accordance with Collective Agreement</i>
1.6.9	<i>Perform random selection of individuals, by classification, for "off season" tours</i>
1.6.10	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.7	Discipline / Grievance management
1.7.1	<i>Each employee has a discipline record or the personnel record includes discipline information</i>
1.7.2	<i>Summary and Detailed Reports are preset to be run by individual, division, squad, station, date, type of discipline etc.</i>
1.7.3	<i>Reports can be set up as exception reports on a set schedule</i>
1.7.4	<i>Discipline Letters and other documents can be attached / hyperlinked to individual personnel record (PDF, WORD, EXCEL, picture format)</i>
1.7.5	<i>Discipline can be flagged by "Sunset Clause" date for removal</i>
1.7.6	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
2	Automated Staff book off and call in System
2.1	<i>System has the ability to integrate with third party book off and call in software</i>
2.2	<i>Does the offering include an automated book off sick and call ins system/module?</i>
2.3	<i>Does the offered book off and call in system have the ability to integrate with Kronos Payroll system ?</i>
2.4	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3	Records Management (non personnel)
3.1	General Requirements
3.1.1	<i>Forms be fillable and attachable to personnel or property records</i>
3.1.2	<i>In Field and in the Office Data Access</i>
3.1.3	<i>Information should be queued in case of loss of connectivity</i>
3.1.4	<i>Ability to attach WORD, EXCEL ONE NOTE, PDF picture file types</i>
3.1.5	<i>Incidents can be viewed using a range of dates, address, response type,</i>

	<i>squad, station, etc.</i>
3.1.6	<i>Reports can be easily generated by date, type of incident, time on incident, equipment used,</i>
3.1.7	<i>Reports can be set up as exception reports on a set schedule</i>
3.2	<i>Database (non personnel)</i>
3.2.1	<i>Property Database (for example: address, structural info, ownership, building systems info and maps, drawings, hydrants, fire safety plans, key holder info)</i>
3.2.2	<i>Property Database - ability to see it on map / potential integration with City Maps application and AMANDA</i>
3.2.3	<i>Public Forms such as Inspection Request Form, Open Air Burn Permit Form be fillable and potentially submittable from City / LFD public website</i>
3.2.4	<i>Exception Reporting with mechanism to elicit response for deviation, for example:1. Response Time based upon predetermined travel standards;2. Turn out Time measured against predetermined standards;3. Periodic Checks not completed within departmental timelines (see Periodic Inspection Reports section for detail);4. Reports not completed or checked within departmental timelines and requirements;</i>
3.3	<i>Forms & Periodic Reports - All Divisions</i>
3.3.1	<i>Individual Requisition Forms - Clothing, Boots, Shoes, Bunker Gear, Dry Suits, helmets, etc.</i>
3.3.2	<i>Alterations Requisition Form - Clothing, Bunker Gear</i>
3.3.3	<i>Station Supplies Requisition Form - Medical Supplies, Cleaning Supplies, Kitchenware Supplies, etc.</i>
3.3.4	<i>Repair / Replacement Service Requisition Forms - Vehicles, Equipment, Facility (electrical, mechanical, plumbing, etc.)</i>
3.3.5	<i>Periodic (weekly, monthly, annual) Vehicle Checks</i>
3.3.6	<i>Periodic (weekly, monthly, annual) Equipment Checks</i>
3.3.7	<i>Periodic Check for Self Contained Breathing Apparatus (SCBA), Personal Protective Equipment (PPE), Air Bottles</i>
3.3.8	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4	<i>Fire Prevention</i>
3.4.1	<i>Inspection Request Form</i>
3.4.2	<i>Application for Open Air Burn Permit</i>
3.4.3	<i>Request to invoice for Inspection (internal form)</i>
3.4.4	<i>Notice to Building Owners / Managers</i>
3.4.5	<i>Vulnerable Occupancy - Fire Drill Scenario Form (OFMEM Form)</i>
3.4.6	<i>Order to Pay Costs Form</i>
3.4.7	<i>Electrical Inspection Order</i>
3.4.8	<i>Primary Caution Notice</i>
3.4.9	<i>Certificate of Offence (multi copy) pre numbered</i>
3.4.10	<i>Fines Table</i>
3.4.11	<i>Fireworks Checklist (internal form)</i>
3.4.12	<i>Fireworks Discharge Permit</i>
3.4.13	<i>Fire Scene Release (multi copy)</i>
3.4.14	<i>Fire Safety Plan for Public Event Tents</i>
3.4.15	<i>Smoke Alarm Program - Residential Visit Report</i>
3.4.16	<i>After the Fire Program - Residential Visit Report</i>
3.4.17	<i>Vacant Building Assessment / Inspection / Change of Status Form</i>

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3.4.18	<i>Inspector's Daily Activity Report</i>
3.4.19	<i>Public Educator's Daily Activity Report</i>
3.4.20	<i>FIS Risk Template (OFM Form)</i>
3.4.21	<i>Investigation Reports Fire Origin and Cause Assessment Report</i>
3.4.22	<i>Investigation Reports LFD Short Form Reports</i>
3.4.23	<i>Inspection Reports - Routine Orders, Recall, Complaint, Information, BL, RRUL Inspections</i>
3.4.24	<i>Inspection Reports Part I Tickets</i>
3.4.25	<i>Inspection Reports Part III Charges</i>
3.4.26	<i>Standard Letters</i>
3.4.27	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4.28	<i>Activity Indicator Reports - Summary And Detail: Inspection activity by individual, such as but not limited to number of buildings, by building class, time taken, criticality of findings; type of inspection, zones</i>
3.4.29	<i>Monitoring Reports - Summary and Detail: activities such as recall inspections or complaint inspections to ensure adherence to timelines and flag for supervisor with exception reports</i>
3.4.30	<i>Activity Indicator Reports - Summary and Detail: Public education events activity by preparation time, presentation time, number of people attended, age groups, hot zone locations, material distributed, etc.</i>
3.4.31	<i>Inventory Usage and Ordering: Fire Prevention Supplies, Public Education Supplies</i>
3.5	Fire Fighting
3.5.1	<i>Fire Fighting - LFD Incident Report</i>
3.5.2	<i>Fire Fighting - LFD Medical Assist Report (MAR)</i>
3.5.3	<i>Fire Fighting - OFM Standard Incident Reporting (SIR)</i>
3.5.4	<i>Fire Fighting - OFM Injury Report</i>
3.5.5	<i>Exposure Report, linked to individual personnel record</i>
3.5.6	<i>Witness Statement</i>
3.5.7	<i>Designated Officer Incident Assessment Form</i>
3.5.8	<i>LFD Incident Safety Officer Checklist</i>
3.5.10	<i>Supervisor Report of Injury (SROI)</i>
3.5.11	<i>Work-Related Injuries - Supervisor Checklist</i>
3.5.12	<i>Incident Summary for Media Information</i>
3.5.13	<i>Report on Health or Safety Concern</i>
3.5.14	<i>Fire Watch - Duties Hand out (to be distributed in paper form)</i>
3.5.15	<i>Fire Watch - Log Form</i>
3.5.16	<i>Smoke Alarm - Waiver and indemnification Form (needed in multi-copy, paper form)used with 3.4.15</i>
3.5.17	<i>Liability Release Declaration (needed in multi copy, paper form)</i>
3.5.18	<i>Confirmation of Daily and Monthly Checks</i>
3.5.19	<i>Personal Protective Equipment (PPE) Inspection Report</i>
3.5.20	<i>Bunker Gear Clean or Repair</i>
3.5.21	<i>Full Body Harness Log</i>
3.5.22	<i>Pre-Incident Planning</i>
3.5.23	<i>Pre-Incident Planning - High Vulnerability Occupancies</i>
3.5.24	<i>Pre-Incident Planning - Hi Rise Apartment Building</i>
3.5.25	<i>Quick Action Response Plan</i>

3.5.26	<i>Requisition for alterations or modifications to apparatus or equipment</i>
3.5.27	<i>Checklist for Carbon Monoxide Alarm Emergency</i>
3.5.28	<i>Vacant Building Assessment Form</i>
3.5.29	<i>LFD Vehicle / Equipment - Lost or Damaged Report</i>
3.5.30	<i>Radio Issues Reporting</i>
3.5.31	<i>Failure or Malfunction of SCBA</i>
3.5.32	<i>Daily Apparatus Inspection Report</i>
3.5.33	<i>Weekly Vehicle and Equipment Report</i>
3.5.34	<i>Weekly Aerial Inspection Truck 7 - Emergency One</i>
3.5.35	<i>Weekly Aerial Inspection Truck 23 - Emergency One</i>
3.5.36	<i>Weekly Aerial Platform Inspection Truck 1</i>
3.5.37	<i>Weekly Aerial inspection SMEAL Aerials</i>
3.5.38	<i>Weekly Aerial 75 FT Quint Vehicle Inspection</i>
3.5.39	<i>Weekly Vehicle Inspection Report</i>
3.5.40	<i>Weekly Ancillary Equipment Check</i>
3.5.41	<i>Employee Functional Abilities assessment form</i>
3.5.42	<i>Employee Treatment Memorandum</i>
3.5.43	<i>City owned automobile / property / vehicle theft report</i>
3.5.44	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.6	Training <i>SEE LEARNING MANAGEMENT</i>
3.7	Apparatus <i>SEE ASSET MANAGEMENT & INVENTORY</i>
3.8	Communications & Dispatch
3.8.1	<i>Communications and Dispatch - Event Logs (Audio and Text versions)</i>
3.8.2	<i>Dispatch activity by individual, by dispatch time with exception reporting for exceeding pre-sets, call volumes per day, time of day, type of call (emergency or otherwise) - see attached samples</i>
3.8.3	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.8.4	<i>Weekly Radio Equipment Checks</i>
3.8.5	<i>Database of Road Closures</i>
4.0	Work Order System and Scheduling
4.1	<i>Electronic fillable forms and Processing System (with status changes shown by colour codes for example)</i>
4.2	<i>Facility, Vehicle or Equipment Repair / Replacement / Service Requests from Fire Stations to Apparatus or Facilities, subject to type of work.</i>
4.3	<i>Scheduling Fire Prevention Inspections, Recall Inspections and reminders. Automated messaging to Admin for invoicing with inspection details.</i>
4.3.1	<i>Ability to select occupancies based on risk, occupancy type, frequency of incidents, etc.</i>
4.3.2	<i>System permits scheduling by using estimated hours per inspection</i>
4.3.3	<i>Recall inspections automatically added to Inspectors schedule based on the recall date noted in the Inspection Order.</i>
4.3.4	<i>Systems takes into account employee scheduled time off such as vacations, accumulated overtime, training, meetings, etc.</i>

4.3.5	<i>System is linked to attendance module and automatically flags the CFPO and ACFPO when an Inspector books off ill or on bereavement</i>
4.4	<i>Scheduling Public education events with reminders. Ability to assign shared equipment to event.</i>
4.5	<i>Scheduling periodic (weekly, monthly, annual) inspections for vehicle checks, equipment checks, MTO checks, pump testing, ladder testing, Face Fit Testing of SCBA, Bottle Rotation, Training and such other work. Should be able to set up location specific or all locations, one time or recurring, assignable to a location or staff or classification type (for example, all FFAOs, all Platoon Chiefs),</i>
4.6	<i>Summary and Detail Reports showing upcoming activities by type, location, day, month, staff, equipment, etc.</i>
4.7	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
5.0	Learning Management System
5.1	<i>Similar functionalities as to what LFD is currently:</i>
5.2	<i>Module creation, when required, for a sub topic or new area of expertise (for example, administering naloxone, water rescue)</i>
5.3	<i>Lesson Planning repository with the access limited to Training Division staff</i>
5.4	<i>Training modules for self-study for each staff group with reminders for refresher courses</i>
5.5	<i>Training Records attached to the individual personnel record</i>
5.6	<i>Summary and Detail Reports showing mandatory training and refreshers by training instructor and trainee, hours of training, training type (mandatory /optional), training topic, date, date range, squad, recert dates, etc.</i>
5.7	<i>Monitoring of self-directed training by date due, etc. with exception reporting when staff fail to meet the department set goals and objectives</i>
5.8	<i>Training Assessments or Candidate Evaluations</i>
5.9	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
6.0	Asset Management & Inventory (Apparatus Division, Stores and Fire Stations)
6.1	<i>Tangible Capital Assets (vehicles, bunker gear, equipment, radios)</i>
6.1.1	<i>i. cost, warranty, estimated useful life, cost of repairs</i>
6.1.2	<i>ii. location of equipment (at which station and on which truck, where applicable) and trucks</i>
6.1.3	<i>iii. identify specialty equipment such as hazmat, tech rescue, water rescue by truck and station</i>
6.1.4	<i>iv. whether active or out of service</i>
6.1.5	<i>v. scheduling of repetitive tasks such as cleaning of bunker gear; MTO checks, etc.</i>
6.1.6	<i>vi. Where applicable, sound level testing results by assets.</i>
6.2	<i>Bunker Gear, Boots, Helmets, Uniforms and such records by employee, date of issue, size, colour, # of stripes, new / replacement / damaged</i>
6.3	<i>Clothing, Bunker Gear Record linked to Employee Record</i>
6.4	<i>Consumables – Apparatus Division Parts & Supplies, Haz Mat, Tech Rescue, Water Rescue Supplies, Medical Supplies, Station Supplies, Public Education Supplies</i>
6.5	<i>Stock replenishment to pre-established levels</i>
6.6	<i>Specialized Software and hardware in use by Comms, Training, Admin cost, warranty, estimated useful life, annual fees, licences, contact info, location</i>
6.7	<i>Apparatus Records to include truck location</i>
6.8	<i>Apparatus - Record and track Facilities and Vehicles service and maintenance – time spent, parts used (see Inventory and Asset Management section)</i>

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6.9	<i>Vehicle & Equipment Analysis - Number of Vehicles or equipment serviced per month, repaired per month, time spent, cost per truck, per mechanic, historical vehicle maintenance cost by vehicle, etc.</i>
6.1	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
7.0	Incident Response Mapping - GPS / AVL
7.1	<i>A system that plots calls and transmits to responding vehicles on a tablet or such device, a map using IP addresses or other software, showing incident location as well as suggested routes for responding vehicles, radio channel and any other incident related or property related information such as an aerial view of the property, any fire safety plans or other documents related to the address that assist the response crew.</i>
7.2	<i>i. Live feed Dashboard by Stations should include, but not limited to: 1. Active Vehicles and equipment, staff by rank or classification, specialty training and certifications, by current location; 2. Vehicles responding to alarms, with response type (i.e. structure fire, motor vehicle collision (MVC), medical), staff on vehicles, geographic area, demographics; 3. General information provide in a static window or through scrolling message, or both, showing items like weather conditions, traffic, street closures, and as inputted by administration</i>

Project milestones should be developed for all service areas.

Fire Prevention and Personnel management proposed as Phase 1 of the project implementation.

The above is a sample of requirements to highlight expectations from ICO for the quoted price.

**SCHEDULE A1B
GENERAL SAAS AND DATABASE RELATED REQUIREMENTS**

ICO shall ensure the following SaaS and database related requirements are met:

1. Server uptime of at least 99.9%.
2. Support: Within its support services, ICO commits to provide:
 - a) 24 hours / 7 days a week / 365 days a year technological support for system issues
 - b) Issue resolution time lines when the resolve to issues cannot be immediately addressed during the telephone call advising ICO of an issue, ICO will endeavour to resolve the issue within the time frame of the Escalation Plan provided in this Agreement.
3. Integration: The application and databases shall be enabled to integrate with London, provincial, federal or other third party applications / databases as required and when available.
4. Storage of London's data on no less than three (3) servers located in Canada, noting that:
 - a) None of the data shall ever be stored outside of Canada
 - b) Provide a disaster recovery plan on how ICO recovers and protects London data in the event of a disaster.
5. Collection, Use and disclosure of London data – ICO or any of its agents shall not directly or indirectly use, collect or disclose any personal information for any purposes not authorized by London.
6. Restrictions on Further Data Transfers – Notification of transferring data from specific equipment, locations or territories so that it is clear which laws will apply to the relevant processing.
7. Storage of London's data – if requested ICO shall provide London owned data within 24 hours of request in a machine-readable format acceptable to London.
8. Confidential Information – ICO shall ensure:
 - a) That personal information collected and stored on the third party server is kept confidential and secure;
 - b) It limits the disclosure of confidential information to only those who have a need to know it;
 - c) ICO does not directly or indirectly disclose, destroy, exploit or use any confidential information without obtaining London's written consent.
9. Access to Information – Limit access to the information and restrict further uses by ICO as is appropriate for the context and sensitivity of the information; MFIPPA will govern where applicable.
10. Notice of Compelled Disclosure: If ICO is legally compelled to disclose any of London's confidential information, ICO must provide London with prompt notice to allow London to seek a protective order or other appropriate remedy to prevent or limit such disclosure.
11. Subcontracting: ICO is not permitted to subcontract the whole or any part of the Agreement without London's prior written consent.
12. Responsibility for Subcontractors – ICO retains prime responsibility and liability for any act or omission of any of its subcontractors (and their subcontractors) to the extent there is any breach of applicable data protection requirements.
13. Deletion and Backup of Data
 - a) Backups – backups of relevant data will be conducted on a regular basis and, if requested by London or LFD, copies will be provided.
14. Security – ICO represents, warrants, and confirms, and shall continue to ensure that:
 - a) all security measures are taken by all service providers and ensuring that these measures are complied with
 - b) provide London with quick detailed information in the event of a personal or confidential breach or security incident at all times and adhering to all regulations and provincial laws

- c) that the security and integrity of all personal information and records in its possession are complied with
 - d) Personal information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. ICO shall implement, use and maintain the most appropriate products, tools, measures and procedures to do so
 - e) that all points of sale devices must incorporate reliable security, including secure operating and control systems that prohibit any incoming connection to the devices.
15. Power Outage – Ensure that there are procedures in place in the event of an outage to ensure business continuity and prevent data loss.
 16. Business Recovery Following System Outages
 - a) Seamless synchronization when an application loses connectivity to the records management system
 - b) The module will seamlessly integrate with property databases as when available or as required.
 17. Service Levels – Subject to Service level agreements in terms of inputting, updating, modifying, archiving, returning or deleting data and what remedies are available for failure to meet relevant requirements.
 18. Ownership of the data – Data remains the property of London and any other data that London provides as it must comply with its obligations under privacy laws that include enabling customers to access their personal information, request corrections, and resolve issues and complaints.
 19. Return of Data on Termination of the Agreement, company changes ownership, bankruptcy, insolvency, receivership – Through an escrow process, ICO shall ensure London is provided with LFD data and applications should ICO commence insolvency proceedings, receivership, bankruptcy, takeovers or terminate the agreement, in order to not impact London's day-to-day operations.
 20. Retention and Destruction Exit Strategy – ICO must return all of London's data to London before the end of the term of the Agreement, with no copy kept by ICO. ICO will securely delete all London data within reasonable and specified timeframe: no later than six months after the Agreement has terminated.
 21. Audits – London will conduct audits from time to time on all services provided by ICO to ensure compliance with relevant agreements. Audits may include but not limited to periodical inspections, review access logs, review of threat risk assessments, privacy Impact Assessments (PIAs), vulnerability assessments, and confirm that physical locations where personal information is processed and stored are compliant.
 22. Compliance - At all times London must be compliant with all ICO's SaaS and Services requirements.

SCHEDULE A1C
Response of ICO to Request for Proposals (RFP)

As received by the Corporation of the City of London Purchasing & Supply Department

**SCHEDULE A2
SERVICE FEES**

CLOUD BASED ENTERPRISE WIDE MANAGEMENT ADMINISTRATION SYSTEM FOR LONDON FIRE DEPARTMENT

Cost Area	Personnel Database	Automated Book Off System	Records Management	Work Order System & Scheduling	Learning Management System	Asset Management & Inventory	Incident Mapping, GPS / AVL	Total	Notes
One Time Costs:									
Software, Implementation and Integration									
Project Strategy, Planning and Management									Progressive billing on a per module basis 25% at contract signature 25% after installation 25% after data integration 25% at go live
Business Requirements Analysis									
Change Management									
System Configuration and Setup									
Customization									
Testing	\$70,000	\$10,000	\$70,000	\$10,000	\$20,000	\$10,000	\$25,000	\$215,000	
Report Development									
Data Conversion									
Data Integration									
Training									
Initial Go Live Support									
Licensing and User Fees (during Implementation), as applicable									
User Licences	\$35,000	\$10,000	\$50,000	\$10,000	\$20,000	\$20,000	\$20,000	\$165,000	One-time payment for user licences 50% at contract signature for all modules 50% after installation on per module basis
Information Security (during implementation)									
Backups, Disaster Recovery, Business Continuity								\$0	
Penetration Testing								\$0	
Other Costs									
Travel expenses	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$8,400	will be charged monthly according to real cost; Not to exceed \$8,400
Total One-Time Costs								\$388,400	
Recurring Maintenance Costs:									

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Licensing and User Fees	Yearly cost: billing will start on a per module basis 90 days from Go Live									
User Licences	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$1,750
Other Software Licencing Fees										\$0
Data Storage Charges	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$3,500
Support and Maintenance										\$0
Maintenance Fee / Annual Subscription	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$1,250	\$3,125	\$3,125	\$26,875
Upgrades / Updates	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$1,250	\$3,125	\$3,125	\$26,875
Custom Requests										\$0
Information Security										\$0
Backups, Disaster Recovery, Business Continuity	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000
Penetration Testing	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000
Recurring Maintenance Costs See below for detail by year	\$20,250	\$5,250	\$20,250	\$5,250	\$7,750	\$5,250	\$5,250	\$9,000	\$9,000	\$73,000
Maintenance Schedule:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10				
Rate of Increase over Prior Year (as a percentage)	0	2	2	2	2	2				

Additional Costs if and when needed:	
\$120	Hourly Rate for Professional Services
\$120	Hourly Rate for Custom Programming
\$120	Data Extraction

Recurring Maintenance Costs, assumed all modules, first payable in 2019	
Contract term 3 years (2018-2020)	
2019 Maintenance and Upgrades Waived	\$19,250
2020 Full Cost	\$73,000
TOTAL	\$92,250
Three 1 year extensions (2021, 2022, 2023)	
2021 Optional One year Extension (1 of 3) with 2% Increase	\$74,460
2022 Optional One year Extension (2 of 3) with 2% Increase	\$75,949
2023 Optional One year Extension (3 of 3) with 2% Increase	\$77,468

APPENDIX B

#18045

Chair and Members
Community and Protective Services Committee

April 4, 2018
(Award Contract)

**RE: Enterprise Wide Management / Administration Software
(Subledger CP180013)
Capital Project PP1025 - Interface & Mobile Data
ICO Technologies - \$388,400 (excluding H.S.T.)**

FINANCE REPORT ON THE SOURCES OF FINANCING:

Finance confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendation of the Acting Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children, and Fire Services, and the Director, Information Technology Services, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$200,000	\$200,000		\$200,000
Computer Equipment	800,000	791,452	386,688	\$404,764
Other City Related Expenses		8,548	8,548	\$0
NET ESTIMATED EXPENDITURES	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$395,236</u> 1)	<u>\$604,764</u>
<u>SOURCE OF FINANCING:</u>				
Capital Levy	\$968,000	\$968,000	\$395,236	\$572,764
Drawdown from Vehicles & Equipment Fire R.F.	32,000	32,000		32,000
TOTAL FINANCING	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$395,236</u>	<u>\$604,764</u>

Financial Note:

Contract Price	\$388,400
Add: HST @13%	50,492
Total Contract Price Including Taxes	438,892
Less: HST Rebate	43,656
Net Contract Price	<u>\$395,236</u>

Licencing and maintenance costs are typically at \$73,000 per year with a 2% annual increase.

LP

Jason Davies
Manager of Financial Planning & Policy

2018 ACCAC Work Plan

Project/Initiative	Background	Lead/Responsible	Proposed Timeline	Proposed Expenses	Proposed Budget	Relation to London Strategic Plan	Status
Transportation Advisory Committee (TAC) representative	Designated ACCAC rep on TAC	As elected by ACCAC	Ongoing	NIL	NIL	The strategic plan repeatedly references the Transportation Master plan, one of the primary documents used to direct the actions of TAC	
Trails Advisory Group (TAG) Representative	Designated ACCAC rep on TAG	As elected by ACCAC	Ongoing	NIL	NIL	Building a sustainable City 2.A (pg 11)	
Prepare formal recommendations to council based on the feedback gathered during the Accessibility themed open-house(s)/community consultation(s)	ACCAC completed 5 community open houses throughout 2017 workplan.	Education and Awareness Sub-committee	winter/spring 2018	NIL	NIL	Leading in Public Service 1A; 4A; Strengthening Communities 2B; 3A; 5C; 5H	
Long Term Planning	Host a Strategic Planning Session with all ACCAC members to develop Short term (2019 Work Plan) This is mandated under AODA legislation (See Site Plan Process best practice initiative)	Chair/Vice-Chair	Fall 2018	Food, Space	200	Strengthening Communities 3A Note: development of Accessibility plan in conjunction with ACCAC is mandated under AODA legislation	
Site Plan Reviews		Chair/Vice-Chair	Ongoing	NIL	NIL	This is mandated under AODA legislation	
Continue to advocate for use and expansion of FADS document	ACCAC has identified several areas where the FADS document could be expanded or strengthened. Ideally the municipality would expand FADS to include these areas, including but not limited to: community gardens, playgrounds, trails, parks, etc.	Policy and Bylaw Subcommittee	Ongoing	NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	
Review/revised best practices/accessibility guidelines and considerations for Site plan review process (developed by ACCAC in 2016) based on staff feedback	Site Plan review is mandated responsibility of ACCAC since the ODA (2001) Changes to AODA, Ontario Building Code and FADS have ensured most accessibility requirements are now met. Legislation still has some gaps or variances (e.g. applicable to different parties) Best practices/accessibility guidelines and considerations may include a review checklist or information document available/distributed with building or renovation permit requests City staff are using the checklist and are set to return to ACCAC for discussion and follow-up.	Built Environment Sub-Committee	Dependent on staff timelines - estimated Spring/Summer 2018	NIL	NIL	Leading in Public Service 5A	

Consult/Advise members of the public/external parties upon requests or referral from city staff	Historically ACCAC has received, often through City staff or accessibility@london.ca, requests to advise builders, architects, businesses, and citizens (amongst many other groups) on aspects of accessibility ACCAC has historically partaken in outreach varying from hosting full day conferences, to Lunch 'N' Learns, to exhibiting at community events (e.g. Car-free Sundays) Opportunities will focus primarily on exhibiting at events, and may include King's College Social Work Week, Dundas Street Festival, etc.	Variable sub-committees or ACCAC Chair/Vice Chair, as appropriate	Ongoing	NIL	NIL	Nil	Strengthening our Community 1A; 5B; 5C; 5H	
Undertake Community Outreach to raise Awareness of ACCAC and its role within the city; Promote resources developed by ACCAC to Londoners		Education and Awareness Sub-committee	Ongoing	registration costs, ACCAC materials	>\$100 per session; not to exceed \$1000 annually		Leading in Public Service 1A; Strengthening Communities 2B; 3A;	
Access2 expansion	Several years ago the City of London became the first municipality in Canada to accept the Access2 Card (Easter Seals program) at all municipal venues. During that expansion London also went from 3 to 48 venues accepting the card. Many new venues/programs now exist and could be approached. During 2017 ACCAC began this process by developing a list of potential sites/venues.	Education and Awareness Sub-committee	Ongoing throughout 2018	NIL	NIL		Strengthening our Community 2B; 2C; 3A	
Review Deaf/Blind child at play sign policies	ACCAC members have noted many of these signs have been placed in the same location for decades. This has raised questions about the program	Policy Subcommittee	winter-spring 2018	NIL	NIL		Strengthening our Community 5B	
Investigate/discuss benefits/impact of making ACCAC brochures/materials in American Sign Language and other accessible formats	During revision of ACCAC materials in 2016, some members questioned whether we were reaching all Londoners who may benefit from the information in our materials and encouraged we explore alternate languages. In 2017 it was determined alternate language was not recommended, however the need to reproduce content in ASL	Education and awareness subcommittee	Summer/Fall 2018	translation costs	2000		Strengthening our Community 2A	
City wide meeting accessibility protocols and procedure	A 2016 ACCAC meeting did not have an access team for a member require it. Was informed there was no policy or procedure for proceeding/cancellations in such circumstances. Initial meetings were held with city staff and some recommendations were already made in 2017, however more formal protocols should be developed	Policy Subcommittee	Fall 2018	NIL	NIL		Strengthening our Community 2C	
Investigate and make recommendation to City on accessibility in 'non-traditional' parks (e.g. community gardens, dog parks, urban agriculture); this may or may not overlap with FADS expansion also included in this plan	ACCAC members have noted many opportunities for enhanced accessibility at outdoor municipal venues/parks. Have worked with Trails, community gardens to date.	Built Environment Sub-Committee	Spring - Fall 2018	NIL	NIL		Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	

Engage in discussions around Paratransit and what role, if any, the city could/should undertake in improving the service, noting it is an LTC service, not that of the city directly	Paratransit system is significantly overburdened and very cumbersome for users (requiring prebooking 3 days prior, often taking numerous calls to get through, booking times sometimes hours earlier than desired). Many requests go unfilled	Transportation Working Group	Spring-Fall 2018	potential meeting/consultation sessions, food, space	1200	Strengthening our Community 5H	
Participate in the development and review of the 2018-2021 Accessibility Plan	mandated responsibility of ACCAC under the AODA	Policy Subcommittee, final draft to be brought to full committee	Per staff timeline	NIL	NIL	Accessibility Action Plan 2013-2017	
Develop and maintain AODA policies, procedures, practices, particularly for the new Integrated Standard.	Included in the current 2013-2017 Accessibility Plan	Policy Subcommittee	Ongoing	NIL	NIL	Accessibility Action Plan 2013-2017	
Review City Budget with an accessibility lens.	Included in the current 2013-2017 Accessibility Plan	Chair/Vice-Chair	During budget season	NIL	NIL	Accessibility Action Plan 2013-2017	
Annually nominate a candidate for the Mayor's New Year's Honor List under the Persons with Disabilities category.	Included in the current 2013-2017 Accessibility Plan	Chair/Vice-Chair	Fall 2018	NIL	NIL	Accessibility Action Plan 2013-2017	
Continue to develop and distribute pamphlets to inform the public about issues related to persons with disabilities.	Included in the current 2013-2017 Accessibility Plan	Education and Awareness Subcommittee	Ongoing	printing	\$1,200	Accessibility Action Plan 2013-2017	
Review resource historic documents produced by ACCAC, currently posted on london.ca	ACCAC completed review of 2 existing documents in 2017 (Outdoor events, financial resources) and felt review of remaining documents was prudent	Education and Awareness Subcommittee	Fall 2018	NIL	NIL	Leading in Public Service 1B; 1C Strengthening our Community 3A	
Produce an 'Awareness Calendar' highlighting awareness days, weeks, months related to Accessibility and disability	This used to be done monthly but was only shared amongst ACCAC. To promote Accessibility and awareness it was felt a broadening of this approach would benefit the community. ACCAC endeavors to create the calendars and engage city staff on including it/merging it with other cultural/awareness calendars currently used/posted by the city	Education and Awareness Subcommittee	Spring/Summer 2018	NIL	NIL		
Advise council on manner to better acknowledge and reflect important awareness dates, including International Day for Persons with a Disability (Dec 3)	Similar to the Awareness calendar, acknowledging key dates of importance will elevate the awareness of Accessibility and our community.	Education and Awareness Subcommittee	Fall 2018	NIL	NIL		

Investigate alternative participation at meetings and sub-committee meetings to increase participation	Under the previous council a survey was sent out regarding Advisory Committee interest in remote access to committee meetings. No further announcement was made after feedback was provided. ACCAC historically experiences Quorum issues, in part due to members missing meetings for the very reason they were appointed (e.g. their disability makes attendance impossible, unable to coordinate Paratransit, etc.)	Education and Awareness Sub-committee	Spring/Summer 2018	potential software/connection fees	\$500		
				Total	not to exceed \$6000 (ACCAC's historically approved Annual budget)		

Bill No. 159
2018

By-law No. A.-_____

A by-law to confirm the proceedings of the Council Meeting held on the 10th day of April, 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 April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

Bill No. 160
2018

By-law No. A.- _____

A By-law to approve a Service Agreement between The Corporation of the City of London and ICO Technologies to access Software as a Service for a Records Management and Reporting Software Solution for Fire Services.

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 Service Agreement to be entered into between The Corporation of the City of London and ICO Technologies regarding records management and reporting software for Fire Services, substantially in the form 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 April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

“Schedule 1”

Service Agreement
Between
ICO Technologies Inc.
 (“ICO”)

2483 Beaudry Leman Avenue, Shawinigan, QC

-And-

The Corporation of the City Of London
 (“London”)

300 Dufferin Avenue, London ON

BACKGROUND

London is required by law to provide fire protection services as it determines may be necessary in accordance with its needs and circumstances;

London has established a department called London Fire Department (“LFD”) to further its obligation to provide fire protection services;

Following a call for tenders, London has concluded that ICO’s technology and services through its Software as a Service (“SAAS”) as set out in this Agreement (collectively referred to as “Services”) will enable London to run its operations effectively and efficiently, as further described in this agreement and its schedules (herein collectively referred to as “Agreement”);

ICO has experience and expertise in the business of providing the Services;

ICO agrees to provide the Services and acknowledges that the successful performance of the Services and the security and availability of London’s data are critical to London’s ability to provide fire protection services;

London and ICO wish to formalize their agreement in this written Agreement;

Therefore, in consideration of the mutual covenants and representations set forth in this Agreement, the parties agree as follows:

SECTION 1 - THE SERVICES

- 1.1 Under the terms and conditions of this Agreement, ICO accepts to provide London with a hosted SAAS and the related services, as of the date of this Agreement, having the specifications described in the attached schedules, which are respectively a high overview of the features and services required by the LFD (**Schedule A1A**), the general SAAS and database related requirements of London (**Schedule A1B**) and the response provided by ICO to London’s Request for Proposals (RFP) (**Schedule A1C**) attached hereto and forming part of this Agreement.
- 1.2 More specifically, ICO accepts to provide its Records Management System including its e-learning module and all other services such as customization/integration, data import/ export, monitoring, technical support, maintenance, training, backup and recovery, and change management necessary for London’s productive use of such SAAS, as provided in **Schedule A1C**.
- 1.3 Unless otherwise limited, London and any employee or agent of London authorized by London to use the Services shall have the right to access and use the Services. Provided that London shall be responsible for the use of the SAAS by its authorized users, all authorized employees or agents of London and London are defined herein as “London”. ICO shall be responsible for all user identification and password change management.
- 1.4 The SAAS licence granted hereby is an unlimited user one. The Services are provided to London on a scaled basis up to a maximum annual fee as outlined in **Schedule A2**.
- 1.5 ICO grants London a renewable, limited (as provided herein), non-exclusive, and worldwide right to access and use the Services.
- 1.6 Other than described in this Agreement, Authorized Users will have no other limitations on their use of the Service.
- 1.7 Where an Authorized User is required to “click through” or otherwise accept any online terms and conditions in accessing or using the Services, such terms and conditions shall not modify the terms and conditions of this Agreement.
- 1.8 The documentation for the Services (the “Documentation”) will accurately describe the functions and features of the Services, including all subsequent revisions thereto. London shall have the right to make additional copies of the

Documentation, at no additional charge, in connection with the use of the Services. Documentation related to the internal processes around use of the Services will be the full responsibility of London. *For example, when a form tool is created for fire inspections, London will create the necessary workflow and supporting documentation related to training its employees on how and when to use these forms.*

- 1.9 The method and means of providing the Services shall be under the exclusive control, management, and supervision of ICO, giving due consideration to the requests of London. The Services, including the data storage, shall be provided solely from within Canada and on computing and data storage devices located therein.
- 1.10 ICO shall not subcontract any portion of the Services without London’s prior written consent. ICO shall be responsible and liable for the performance and actions or omissions of its subcontractors, and ICO shall indemnify London for the same.

SECTION 2 - FUNCTIONALITY

- 2.1 The Services shall include the applicable allocation of storage for the amount of data required by London for effective use of the Services.
- 2.2 During the term of the Agreement, ICO shall not reduce or eliminate any functionality in the Services. Where ICO has reduced or eliminated functionality in the Services, London, at its sole election, shall:
 - a) have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement and be entitled to a return of any prepaid Services fees; or,
 - b) discuss with ICO an adjustment to the Services fees accordingly on a prospective basis.

SECTION 3 - SERVICE LEVELS STANDARDS

- 3.1 For the term of the Agreement, time is of the essence, therefore, ICO shall provide the Services in accordance with the following Service Level Standards:
 - 3.1.1 **Availability Service Level:** Services will be available to all London’s authorized users 99.9% of the time;
 - 3.1.2 **Response Time Service Level:** Responses time services will be as the following escalation plan.

Escalation plan

Problem	Intervention details
Critical problem – Complete system failure	Intervention of the ICO Technologies team: Response time to start intervention: 30 minutes Resolution status: Every hour Resolution Time Goal: ASAP within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Major problem – The software cannot function to its specifications	Response time to start intervention: 2h max Resolution status: Every hour Resolution Time Goal: within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Minor problem – The software can function to its specification, but requires problem solving within 24h	Response time to start intervention: 12h max. Resolution status: Every 24 hours Resolution within 48 hours Personnel involved: Level 2 support (support team, programmer, technician)
Request for enhancements	The ICO Technologies team acknowledges the request within 48 hours and the team follows up within a timeframe determined by the scope of the enhancement request from 8:00 am to 5:00 pm Monday through Friday. Personnel involved: Level 2 support (support team, programmer, technician, Project manager)
User support – Assistance on using the solution	Monday through Friday from 9:00 am to 4:00 pm Eastern time. Personnel involved: Level 1

- 3.1.3 **Technical Support Problem Resolution Service Level:** All technical support problems will be handled as per paragraph 3.1.2.
- 3.2 In the event ICO does not meet a Service Level Standards, it shall use its best commercial efforts to ensure that any unmet Service Level Standards are subsequently met. Notwithstanding the foregoing, ICO will use best commercial efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.
- 3.3 London shall have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement, and be entitled to a return of any prepaid Service fees (as defined herein) where ICO fails to meet any Service Level to such an extent that London's ability to use the Services is materially disrupted, force majeure events excepted.

SECTION 4 - SUPPORT; MAINTENANCE; ADDITIONAL SERVICES

- 4.1 ICO will provide technical support to London via a local telephone number. This telephone support will be staffed with trained support from xx:xx to xx:xx @ xxx.xxx.xxxx. ICO will forthwith notify London of any change in the telephone support number. Further assistance will also be available via email support (Email address goes here) and an online help desk. ICO will make every attempt to address all support questions within twenty-four (24) hours of receipt. ICO is responsible for any and all fees associated with staffing the support desk. Unless otherwise described herein, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the technical support.
- 4.2 ICO shall provide new releases, upgrades, modifications, bug fixes, and enhancements to the Services to ensure:
- a) the functionality of the Services, as described in the Documentation, is available to London's authorized users;
 - b) the Service Level Standards are achieved; and,
 - c) The Services work on the last 3 versions of Chrome, Firefox or Microsoft Edge. (formerly IE)
- 4.3 ICO shall provide no less than thirty (30) calendar days' written notice to London in advance of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, ICO shall provide as much advance notice as commercially practicable to London and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the maintenance.
- 4.4 Unless otherwise described, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the Customization/ Integration Services.
- 4.5 ICO shall provide London with sufficient instruction, including any necessary Documentation, understandable by a typical end user, of the features and functionality of the Services to become self-reliant with respect to the operation of the Services (Training Services). Unless otherwise described herein, as outlined in **Schedule A2**, the Services fees are inclusive of the fees for the Training Services. It is acknowledged by London that the Services fee includes ten (10) days of onsite training, plus ten (10) days of on line training.

SECTION 5 - TERM AND TERMINATION

- 5.1 The term of this Agreement shall begin on the signature date and shall terminate three (3) years thereafter, unless terminated earlier pursuant to the terms of the Agreement (the "**Initial Term**").
- 5.2 At the sole discretion of London, this Agreement may be renewed for a further three years term, upon a written notice from London to ICO, at least thirty (30) days prior to the end of the Initial Term of its wish to renew this Agreement (the "**Renewal Term**"). Collectively the Initial Term and the Renewal Term are designated as the "**Term**" of this Agreement".
- 5.3 If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after

- written notice of the breach, then the non-breaching party may terminate this Agreement as of a date specified in such notice.
- 5.4 Upon the expiration or termination of this Agreement or for any reason, London shall pay to ICO all undisputed amounts due and payable hereunder, if any. If ICO has been paid in advance and the Agreement is terminated for cause by London prior to the end of the Term, ICO will reimburse and pay to London an amount based on the unused Services on a per diem amount.
- 5.5 Upon the expiration or earlier termination of this Agreement, each party shall promptly return to the other party, or certify the destruction of, the other party's Confidential Information.
- 5.6 In the case of London's Data, ICO shall, within five (5) business days following the termination of this Agreement, provide London, without charge and without any conditions or contingencies whatsoever, with a final export of London's Data in CSV format. Further, ICO shall certify to London the destruction of any of London's Data within the possession or control of ICO. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.
- 5.6 Through an Escrow Agreement with a third party, ICO shall ensure London is provided with continuity of Services, including the means to acquire the SAAS source code should ICO commence insolvency proceedings, receivership, bankruptcy or cease operations, in order to not impact London's day-to-day operations and protect London against these exceptional events. This Escrow Agreement shall oblige ICO to put updated version of the SAAS source code in escrow whenever a new version is released. The Escrow Agreement shall provide that (i) it may not be terminated by ICO or the Escrow Agent during the Term; (ii) it may only be assigned by the Escrow Agent with the consent of both ICO and London; (iii) the Escrow Agent shall be subject to the same confidentiality provisions as provided in this Agreement.
- 5.7 Section 5.5 and 5.6 shall survive the termination of this Agreement.

SECTION 6 - TRANSITION SERVICES

- 6.1 Provided that this Agreement has not been terminated by ICO due to London's failure to pay any undisputed amount due to ICO, ICO will provide to London and / or to the service provider selected by London (such service provider shall be known as the "**Successor Service Provider**") assistance reasonably requested by London in order to effect the orderly transition of the applicable Services, in whole or in part, to London or to a Successor Service Provider (such assistance shall be known as the "**Transition Services**") following the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "**Termination Assistance Period**").
- 6.2 Provided that ICO and London agree as to price and scope of ICO provisioning of Transition Services, such Transition Services may include:
- a) developing a plan for the orderly transition of the terminated or expired Services from ICO to London or the Successor Service Provider;
 - b) if required, transferring London's Data to London or the Successor Service Provider;
 - c) using commercially reasonable efforts to assist London in acquiring any necessary rights to legally and physically access and use any third party technologies and documentation then being used by ICO in connection with the Services;
 - d) using commercially reasonable efforts to make available to London, pursuant to mutually agreeable terms and conditions, any third party services then being used by ICO in connection with the Services; and,

Such other activities upon which the parties may agree. All terms and conditions of this Agreement shall apply to the Transition Services. This section shall survive the termination of this Agreement.

SECTION 7 – SERVICES FEES AND EXPENSES

- 7.1 All Services fees are included in the **Schedule A2** attached hereto (herein before and after the “**Services fees**”).
- 7.2 London shall be responsible for and shall pay to ICO all Services fees.
- 7.3 Any other sum due to ICO for the Services provided for which payment is not otherwise specified in **Schedule A2**, shall be due and payable thirty (30) days after receipt by London of an invoice from ICO.
- 7.4 London is responsible for paying any sales or other applicable taxes, levies or duties incurred as a result of its use of the Services.
- 7.5 Any invoices that are not paid within thirty (30) days of receipt are subject to interest of two per cent (2%) per month on any outstanding balance or the amount permitted by law, whichever is less, plus all expenses of collection.
- 7.6 Unless otherwise provided for, ICO shall bill to London the Services fees due by sending an invoice in hard copy format to London’s LFD at the address indicated in section 15.6 of this Agreement. Moreover, all such invoices shall contain:
 - a) London’s purchase order or contract number, if any;
 - b) Invoice number;
 - c) Description of Services rendered;
 - d) Services fees or portions thereof that is due;
 - e) Taxes, if any applicable; and,
 - f) Total amount due.
- 7.7 ICO is not permitted to suspend any part of the Services where (i) London is reasonably disputing any amount due to ICO; or, (ii) any unpaid but undisputed amount due to ICO is less than ninety (90) days in arrears.
- 7.8 ICO represents and warrants that it is an independent contractor for purposes of federal and provincial employment taxes. ICO agrees that London is not responsible to collect or withhold any such taxes, including income tax withholding and social insurance contributions, for ICO. Any and all taxes, interest or penalties, including any federal or provincial withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by ICO.

SECTION 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 Each of London and ICO represent and warrant that:
 - 8.1.1 It is a duly constituted entity, validly existing, and in good standing under the laws of its province of incorporation;
 - 8.1.2 It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 8.1.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 8.1.5 It shall comply with all applicable federal, provincial, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licences required of it in connection with its obligations under this Agreement; and,
 - 8.1.6 There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 8.2 ICO represents and warrants that:
 - 8.2.1 It is possessed the experience, expertise and skills with respect to the Services in order to perform them in an efficient and timely manner;
 - 8.2.2 It knows the particular purpose for which the Services are required as described in the Schedules A1A, A1B;
 - 8.2.3 The Services shall be performed in a competent and professional manner and in accordance with the highest professional standards;
 - 8.2.4 It acknowledges that London is relying on its representation of its experience, expertise and skills, and that any substantial misrepresentation may result in damage to London;
 - 8.2.5 The Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria provided in this Agreement;

- 8.2.6 ICO will use its best commercial efforts to ensure that no computer viruses, malware, or similar items (collectively, the "**Virus**") are introduced into the London computer and network environment by the Services;
- 8.2.7 During the Term, ICO shall maintain in force any third-party agreements whose software is incorporated into the SAAS or are necessary for the use of the Services;
- 8.2.8 ICO is the lawful owner of or the holder of all right, title and interest into the SAAS and into its source code (excluding any London Data processed, stored or transmitted therein), and has all the necessary rights in the Services to grant the right to access and use of the Services under this Agreement;
- 8.2.9 The Services and any other work performed by ICO hereunder shall not infringe upon any Canadian or foreign copyright, patent, trade secret, or other proprietary rights, or misappropriate any trade secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest into the SAAS that would be conflicting with its obligations under this Agreement; and
- 8.2.10 Notwithstanding any other provision set forth herein, in no event shall ICO be liable to London or its authorized users for any consequential, indirect, incidental, punitive or special damages, losses, or expenses associated with the use or performance of the SAAS or the Services.

SECTION 9 - LONDON'S DATA

- 9.1 Unless it receives London's prior written consent, ICO:
 - (i) will not access or use data in electronic form collected, used, processed, stored, or generated as the result of the use of the Services, or collected or accessible directly from London, (collectively, "**London's Data**") other than as necessary to provide the Services; and
 - (ii) will not give any third party access to London's Data.
- 9.2 Notwithstanding the foregoing, ICO may disclose London's Data as required by applicable law or by proper legal or governmental authority. ICO will give London prompt notice of any such legal or governmental demand and reasonably cooperate with London in any effort to contest such required disclosure.
- 9.3 London possesses and retains all right, title, and interest in and to London's Data, and ICO use and possession thereof is solely as London's agent. London may access and copy any of London's Data in ICO possession at any time. ICO will facilitate such access and copying promptly after London's request.
- 9.3 ICO will retain any of London's Data in its possession until erased (as defined below). ICO will erase: (i) any or all copies of London's Data promptly after London's written request; and (ii) all copies of London's Data no sooner than one hundred and eighty (180) business days after the termination of this Agreement. Notwithstanding the foregoing, London may at any time instruct ICO to retain and not to erase or otherwise delete London's Data, provided London may not require retention of London's Data for more than one hundred and eighty (180) business days after the termination of this Agreement. Promptly after erasure, ICO will certify such erasure in writing to London. "Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- 9.4 ICO will not allow any of its employees to access London's Data, except to the extent that an employee needs access in order to provide the Services.
- 9.5 ICO will comply with all applicable federal and provincial laws and regulations governing the handling of London's Data.
- 9.6 ICO will promptly notify London of any actual or potential exposure or misappropriation of London Data ("**Leak**") that comes to ICO attention. ICO will cooperate with London and with law enforcement authorities in investigating any such Leak, at ICO expense. ICO will likewise cooperate with London and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at ICO expense, except to the extent that the Leak was caused by London.
- 9.7 ICO agrees that violation of the provisions might cause London irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, London will be entitled to injunctive relief against

- such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 9.8 London's Data is and shall remain the sole and exclusive property of London, including derivative works of the foregoing whether or not created as part of the Services, and all right, title, and interest in London's Data is reserved by London. This section shall survive the termination of this Agreement.
- 9.9 London grants to ICO the right to access and use the London's Data for the sole and exclusive purpose of providing the Services, including the right to store, record, transmit, maintain, and display London's Data only to the extent necessary in the provisioning of the Services. Such access and use shall be in accordance with this Agreement.
- 9.10 ICO shall, within five (5) business days of London's request, provide London, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of an ICO invoice reasonably disputed by London), an export of London's Data in CSV format.
- 9.11 As a part of the Services, ICO is responsible for maintaining a backup of London's Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. ICO shall maintain a contemporaneous backup of London's Data that can be recovered within four (4) hours at any point in time. Additionally, ICO shall store a backup of London's Data in an off-site "hardened" facility no less than daily, maintaining the security of London's Data, the security requirements of which are further described herein. Any backups of London's Data shall not be considered in calculating storage used by London.
- 9.12 In the event of any suspected or actual loss of London's Data where such loss is due to the act, error, omission, negligence, or breach of the security of ICO, ICO shall notify London within twenty-four (24) hours of becoming aware of such occurrence and shall be responsible for recovering or recreating London's Data without charge to London. ICO shall compensate London for any reasonable expenses or claim, suffered by, accrued against, charged to, or recoverable from London in connection with the occurrence. This section shall survive the termination of this Agreement.

SECTION 10 – LONDON'S OBLIGATIONS AND UNDERTAKINGS

- 10.1 Without limiting any other provision set forth herein, London agrees to the following responsibilities:
- 10.1.1 to comply with all applicable laws and regulations in connection with its use of the Services, including without limitation those related to data privacy. London is responsible for ensuring that London's use of the Services comply with all applicable privacy legislation, such as PIPEDA, and that all consents and authorizations to collect, use and store personal information (any information that allow the identification of an individual) in the SAAS were obtained. London assumes all risk arising from any use by London or its authorized users that are not compliant with all applicable privacy legislation.
- 10.1.2 To ensure that any use of the SAAS by any authorized users is in accordance with the terms of this Agreement.
- 10.1.3 to use the SAAS according to the use for which it is intended and agrees to compensate ICO for all the inconveniences resulting from a misuse of the SAAS by London or any of London's authorized users.
- 10.1.4 to protect ICO's Confidential Information(as defined hereunder) and to prevent access to SAAS by anyone other than its authorized users. London shall not rent, lease, assign, resell, distribute, or sub-licence SAAS to any third party. Except as specifically permitted by this Agreement. London shall not copy, modify, or otherwise create any derivative work of the SAAS. London shall not disassemble, reverse engineer, decompile, or attempt to obtain access to the source code or internal design of the SAAS. London shall not remove or alter any copyright or other legal notices contained in SAAS. London shall not develop, produce, sell or distributes a competitive product or service that is similar to SAAS for itself or a third party while this Agreement is in force.

SECTION 11 - NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 For the purposes of this Agreement, the term "**Confidential Information**" shall mean all information and documentation of a party that:
- a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity;
 - b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning;
 - c) with respect to information and documentation of London, whether marked "Confidential" or not, consists of London's information and documentation included within any of the following categories:
 - (i) Employee, agent, customer, supplier, or contractor lists;
 - (ii) Employee, agent, customer, supplier, or contractor information;
 - (iii) Information regarding business plans (strategic and tactical) and operations (including performance);
 - (iv) Information regarding administrative, financial, or marketing activities;
 - (v) Pricing information;
 - (vi) Personnel information;
 - (vii) Products and/or services offerings (including specifications and designs);
 - (viii) London's Data; or,
 - (ix) Processes (e.g., staffing, technical, logistical, and engineering); or, any confidential Information derived from the information of a party.
- 11.2 The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The term "Confidential Information" does not include any information or documentation that was:
- (i) already in the possession of the receiving entity without an obligation of confidentiality;
 - (ii) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights;
 - (iii) obtained from a source other than the disclosing entity without an obligation of confidentiality; or,
 - (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).
- 11.3 Subject to London's obligations under the Municipal Act, 2001 and the Municipal Freedom of Information and Protection of Privacy Act, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
- 11.4 Each party shall use its best commercial efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 11.5 Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other, which damage may be inadequately

compensable in the form of monetary damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of either party, the immediate termination, without penalty to either party, of this Agreement in whole or in part.

- 11.6 Upon the termination of this Agreement in whole or in part, each party shall, within five (5) calendar days from the notification of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should ICO and London determine that the return of Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the notification of a termination to the other party
- 11.7 The provisions of Section 11 shall survive the termination of this Agreement.

SECTION 12- PROPRIETARY RIGHTS

- 12.1 London acknowledges that, in the course of performing the Services, ICO may use software and related processes, instructions, methods, and techniques that have been previously developed by ICO (collectively, the "**Pre-existing Materials**,") which may be included in the Services and that the same shall remain the sole and exclusive property of ICO.
- 12.2 The SAAS accessed by London is the property of ICO and is protected by copyright, trademark and other intellectual property laws. London does not acquire any right, title, or property interest in or to the software except the limited and temporary right to use and access it in its use of the Services.
- 12.3 ICO owns and retains all right, title and interest in and to the SAAS, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Services. This Agreement does not provide London any intellectual property rights in or to the SAAS or any of its components.
- 12.4 Except as expressly set forth herein, no right to use the Confidential Information nor Pre-existing Materials separately from the Services is granted by either party to the other.
- 12.5 The provisions of Section 12 shall survive the termination of this Agreement.

SECTION 13 - INFORMATION SECURITY AND PRIVACY

- 13.1 Any information shared with ICO by London will be governed, where applicable, by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Health Information Protection Act (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.
- 13.2 Pursuant to PIPEDA, MFIPPA and PHIPA, "**personal information**" is information about an identifiable individual that includes any factual or subjective information, recorded or not, in any form. Personal information must be (i) collected with consent and for a reasonable purpose; (ii) used and disclosed for the limited purpose for which it was collected; (iii) accurate, (iv) and accessible for inspection and correction.
- 13.3 ICO has appointed a Privacy Officer responsible for overseeing compliance with PIPEDA and PHIPA who is: Maxime Bellemare, V.P. Technologies.
- 13.4 Without limiting ICO's obligation of confidentiality as further described herein, it shall be responsible for establishing and maintaining an information security program that is designed to:
- (i) ensure the security and confidentiality of London's Data;
 - (ii) protect against any anticipated threats or hazards to the security or integrity of London's Data;
 - (iii) protect against unauthorized access to or use of London's Data;
 - (iv) ensure the proper disposal of London's Data; and,
 - (v) ensure that all subcontractors of ICO, if any, comply with all of the foregoing.
- 13.5 Without limiting any other audit rights of London, London shall have the right to review ICO's information security program prior to the commencement of Services and from time to time during the term of this Agreement, as long as the audit does not disturb ICO's usual business activities.

- 13.6 During the provisioning of the Services, on an ongoing basis from time to time and without notice, London, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of ICO information security program, as long as the audit does not disturb ICO's usual business activities. Such audit may include review of threat risk assessments, Privacy Impact Assessments (PIA) and vulnerability assessments. In lieu of an on-site audit, upon request by London, ICO agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by London regarding ICO information security program.
- 13.7 London reserves the right, at its sole election, to terminate this Agreement without limitation if it reasonably determines that ICO fails to meet its obligations under this section.

SECTION 14 - STANDARD INSURANCE AND INDEMNIFICATION

- 14.1 ICO shall at its own expense obtain and maintain until the termination of this Agreement, and provide London with evidence of:
- 14.1.1 Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include London as an additional insured with respect to ICO's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, cross liability, blasting,/collapse/underpinning, pile-driving coverage, and severability of interest clauses; and
- 14.1.2 Professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall continue for twelve (12) months following completion of work; and
- 14.1.3 A cyber insurance clause that includes:
- a) for a first party: \$ 250,000 for remediation and notification expenses, \$ 50,000 for crisis management expenses, \$ 50,000 for data asset loss, \$ 50,000 for network business interruption loss
- b) for a third party: \$ 500,000 for intellectual property infringement, \$ 3,000,000 for network and security breach, \$ 3,000,000 for a privacy breach, \$ 3,000,000 for data personal injury
- 14.2 The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies London in writing at least thirty (30) days prior to the effective date of cancellation or expiry. London reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as London may reasonably require.
- 14.3 ICO shall not commence work until such time as satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of London. ICO shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the Term of this Agreement.
- 14.4 ICO shall indemnify and hold London harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by ICO, its agents, officers, employees or other persons for whom ICO is legally responsible.

SECTION 15 - GENERAL PROVISIONS

- 15.1 **Governing Law.** This Agreement shall be construed and governed in all respects by the laws of the Province of Ontario.
- 15.2 **Entirety of Agreement.** This Agreement, including the Schedules attached to it, constitutes the complete agreement between the parties with respect to the subject matter described herein and supersedes and terminates all previous agreements, written or oral, with respect to the subject matter described herein. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 15.3 **Invalidity of some provisions.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 15.4 **Waiver.** The failure by any party at any time to enforce any of the provisions of this Agreement or any right or remedy available to it hereunder or at law or in equity, or to exercise any of its options herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 15.5 **Assigning this Agreement.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations in it without the prior written consent of the other.
- 15.6 **Notices.** Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, by email, or by certified mail return receipt requested.

<p>To London: <u>Invoices:</u></p> <p>London Fire Department 400 Horton St London ON N6B 1L7 Attention: Administration</p> <p>Email:</p>	<p>To London: Other:</p> <p>The Corporation of the City of London Office of the City Clerk 300 Dufferin Avenue, London ON N6A 4L9 Attention: City Clerk</p> <p>Email:</p>	<p>To ICO:</p> <p>ICO Technologies Inc. 2483 Beaudry Leman Avenue, Shawinigan, QC G9N 3H7 Attention: Rene Patoine</p> <p>Email:</p>
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- 15.7 **Non-exclusivity.** Nothing herein shall be deemed to preclude London from retaining the services of other persons or entities undertaking the same or similar Services as those undertaken by ICO hereunder.
- 15.8 **Force Majeure.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delaying party shall use its best commercial efforts to minimize the delays caused by any such event beyond its reasonable control. Where ICO fails to use its best commercial efforts to minimize such delays, the delays shall be included in the determination of Service Level Standard achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this section, and inform the other party of its plans to resume performance. A force majeure event does not excuse ICO from fulfilling its responsibilities relating to the requirements of backup and recovery of London's Data. Configuration changes, other changes, viruses, or

other errors introduced, or permitted to be introduced, by ICO that result in an outage or inability for London to use the Services shall not constitute a force majeure event.

- 15.9 **Cumulative Remedies.** All rights and remedies of London herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against ICO for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 15.10 **Independent Contractor.** ICO represents and warrants that it is an independent contractor with no authority to contract for London or in any way to bind or to commit London to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of London. Under no circumstances shall ICO, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of London. In recognition of ICO status as an independent contractor, London shall carry no Workers' Compensation insurance or any health or accident insurance to cover ICO or ICO agents or staff, if any. London shall not pay any contributions to social insurance, employment insurance, federal or provincial withholding taxes, any other applicable taxes whether federal or state, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither ICO nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of London.
- 15.11 **Construction.** The parties agree that the terms of this Agreement result from negotiations between them.
- 15.12 **Amendment.** This Agreement may only be modified by authorized representatives of each party and in writing signed by both parties.

IN WITNESS WHEREOF, each party has caused its duly authorized representatives to execute this Agreement as of March____, 2018 at _____.

The signature page follows.

ICO Technologies Inc.

The Corporation of the City Of London

Authorized Signature *
*I have the authority to bind the corporation

Authorized Signature *
*I have the authority to bind the corporation

Printed Name

Printed Name

Title

Title

Date

Date

Authorized Signature *
*I have the authority to bind the corporation

Authorized Signature *
*I have the authority to bind the corporation

Printed Name

Printed Name

Title

Title

Date

Date

**SCHEDULE A1A
HIGH-LEVEL OVERVIEW OF THE FEATURES AND SERVICES
REQUIRED BY THE LFD**

This schedule is not intended to be an all-inclusive, detailed account of the Services supported by ICO to London, more specifically to the London Fire Department (hereinafter referred to as LFD).

The purpose of this schedule is to provide the parties with a high-level overview of the features and services required by the LFD. Despite the foregoing, ICO shall provide its Services in accordance with the Agreement, Schedule A1A, A1B, A1C, Schedule A2 and Schedule .

The annual cost outlined within the attached quote shall support the following functionalities:

1	Human Resources
1.1	Personnel Database
1.1.1	<i>The proposed module includes a personnel records</i>
1.1.2	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.1.3	<i>Hyperlink to training records & reports - summary page showing by training type, grade/mark, year taken, due/overdue, with minimum "clicks"</i>
1.1.4	<i>Hyperlink to training records & reports module to access detailed Training records, create user-specific reports such as by subject, date, etc. with minimum "clicks"</i>
1.1.5	<i>Hyperlink to injury reports information & reports - summary page showing type, date, days off, with minimum "clicks"</i>
1.1.6	<i>Hyperlink to injury / exposure reports information & reports module to access full Injury / exposure reports, create user-specific reports by date, type of injury etc. with minimum "clicks"</i>
1.1.7	<i>Hyperlink to attendance information & reports - summary page showing, for example, number of lost days during current year and prior year, by category of absence (i.e. WSIB, sickness, bereavement, etc.) with minimum "clicks"</i>
1.1.8	<i>Hyperlink to attendance information & reports module to create user-specific reports such as by date / range of dates, pay type (acting, overtime), type of absence, etc. with minimum "clicks"</i>
1.1.9	<i>Hyperlink to discipline records & report / personnel record includes discipline information see attached sample, with minimum "clicks"</i>
1.1.10	<i>Hyperlink to discipline records & reporting module to create user-specific reports, for example, by individual, discipline category, date range, etc., with minimum "clicks"</i>
1.1.11	<i>Hyperlink to Report showing all incidents attended (Firefighting), with minimum "clicks"</i>
1.1.12	<i>Hyperlink to Report showing all calls taken (Communications & Dispatch) with minimum "clicks"</i>
1.1.13	<i>Hyperlink to Report showing all Inspections & Investigations conducted (Fire Prevention) with minimum "clicks"</i>
1.1.14	<i>Hyperlink to Report showing all events attended (Public Education) with minimum "clicks"</i>
1.1.15	<i>Hyperlink to Report showing equipment and uniform issue (see 6.2)</i>
1.2	Attendance / Staff Scheduling
1.2.1	<i>Module allows creation of a Duty Roster ex. coding for squads, qualifications or special teams (Haz Mat etc.) or special status (call-ins, modified etc.)</i>
1.2.5	<i>All Other Divisions: Daily Attendance / Parade Statement</i>

1.2.6	<i>Summary and Detailed Reports preset by day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.6	<i>Summary and Detailed Reports can be created by user by selecting desired fields - day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.8	<i>Summary and Detailed Reports can be set up as exception reports on a set schedule</i>
1.2.9	<i>Hyperlink to each personnel record, subject to access permissions set up at user level</i>
1.2.10	<i>Permits electronic approval of daily attendance by authorized approvers</i>
1.2.11	<i>Potential to directly feed daily payroll data into Kronos System</i>
1.2.12	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.3	Trading Shifts - Work Order System
	<i>System based on a Work Order type basis:</i>
1.3.1	<i>Number/serialized by year and sequential issuing</i>
1.3.2	<i>Trade remains outstanding in system until tradee returns the trade - same WO #</i>
1.3.3	<i>System tracks outstanding trades</i>
1.3.4	<i>System provides pre-set warnings to those owed trades that they must be used</i>
1.3.5	<i>System ensure the tradee and the trader are the same classification before being sent to Platoon Chief</i>
1.3.6	<i>Systems ensures that the tradee has been off duty for a minimum of 16 continuous hours</i>
1.3.7	<i>Reports can be easily generated by date, trader, tradee, outstanding trades, activity</i>
1.3.8	<i>Reports can be set up as exception reports on a set schedule</i>
1.3.9	<i>Monthly showing those that have 6 and then 3 months to repay trades</i>
1.3.10	<i>Monthly showing those that have trades more than 1 year old</i>
1.3.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.4	Accumulated Overtime (AOT) , Acting Assignments
1.4.1	<i>Tracks by employee, squad, station, division, job title, date earned/acted, date used/cashed etc.</i>
1.4.2	<i>Report creation/generation and updating</i>
1.4.3	<i>Data is linked to employee record see 1.1.8</i>
1.4.4	<i>Exception Reporting based on 40, 60 hours accumulation, booked, reason earned, etc.</i>
1.4.5	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.5	Absenteeism Monitoring
1.5.1	<i>Tracks and flags patterned absences such as sick time booked around stat holidays, trades, vacation, weekends, specific month, etc.</i>
1.5.2	<i>Tracks and flags patterned absences by employee, station, squad, type of absence (sick time, AOT, vacation, WSIB)</i>
1.5.3	<i>Following each daily submission, compares employee absences by category against thresholds</i>
1.5.4	<i>Through exception reporting, identifies each business day individuals who have exceeded thresholds</i>
1.5.5	<i>Summary and Detailed Reports can be easily generated by date, type of absence, patterns</i>
1.5.6	<i>Number of lost days per injury easily determined</i>
1.5.7	<i>Injury views and reports can be easily generated by a range of date, type of</i>

	<i>injury, location</i>
1.5.8	<i>Absences can be viewed using a range of dates</i>
1.5.9	<i>Patterned absences easily determined and graphically depicted</i>
1.5.10	<i>Ability to electronically fill in Supervisor Report of Incident (SROI), Workplace Violence Incident Report at least with info similar to attached samples, and link to individual personnel records, plus any other documents in WORD, EXCEL, PDF or picture format</i>
1.5.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.6	Vacation Scheduling
1.6.1	<i>Vacation / Time Off Request Form</i>
1.6.2	<i>Vacation / Time Off Records / reports</i>
1.6.3	<i>How well does the Vacation Scheduling System:</i>
1.6.4	<i>Show tour and the number of individuals out, by classification</i>
1.6.5	<i>Measures the number of individuals out on vacation by classification per policy</i>
1.6.6	<i>Automatically update the summer tours for following year - advances by 3 double tours each year</i>
1.6.7	<i>Determine minimum and maximum number of "off season" vacation provided per policy?</i>
1.6.8	<i>Ensure right number of tours are provided each employee per year in accordance with Collective Agreement</i>
1.6.9	<i>Perform random selection of individuals, by classification, for "off season" tours</i>
1.6.10	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.7	Discipline / Grievance management
1.7.1	<i>Each employee has a discipline record or the personnel record includes discipline information</i>
1.7.2	<i>Summary and Detailed Reports are preset to be run by individual, division, squad, station, date, type of discipline etc.</i>
1.7.3	<i>Reports can be set up as exception reports on a set schedule</i>
1.7.4	<i>Discipline Letters and other documents can be attached / hyperlinked to individual personnel record (PDF, WORD, EXCEL, picture format)</i>
1.7.5	<i>Discipline can be flagged by "Sunset Clause" date for removal</i>
1.7.6	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
2	Automated Staff book off and call in System
2.1	<i>System has the ability to integrate with third party book off and call in software</i>
2.2	<i>Does the offering include an automated book off sick and call ins system/module?</i>
2.3	<i>Does the offered book off and call in system have the ability to integrate with Kronos Payroll system ?</i>
2.4	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3	Records Management (non personnel)
3.1	<i>General Requirements</i>
3.1.1	<i>Forms be fillable and attachable to personnel or property records</i>
3.1.2	<i>In Field and in the Office Data Access</i>
3.1.3	<i>Information should be queued in case of loss of connectivity</i>
3.1.4	<i>Ability to attach WORD, EXCEL ONE NOTE, PDF picture file types</i>
3.1.5	<i>Incidents can be viewed using a range of dates, address, response type,</i>

	<i>squad, station, etc.</i>
3.1.6	<i>Reports can be easily generated by date, type of incident, time on incident, equipment used,</i>
3.1.7	<i>Reports can be set up as exception reports on a set schedule</i>
3.2	<i>Database (non personnel)</i>
3.2.1	<i>Property Database (for example: address, structural info, ownership, building systems info and maps, drawings, hydrants, fire safety plans, key holder info)</i>
3.2.2	<i>Property Database - ability to see it on map / potential integration with City Maps application and AMANDA</i>
3.2.3	<i>Public Forms such as Inspection Request Form, Open Air Burn Permit Form be fillable and potentially submittable from City / LFD public website</i>
3.2.4	<i>Exception Reporting with mechanism to elicit response for deviation, for example:1. Response Time based upon predetermined travel standards;2. Turn out Time measured against predetermined standards;3. Periodic Checks not completed within departmental timelines (see Periodic Inspection Reports section for detail);4. Reports not completed or checked within departmental timelines and requirements;</i>
3.3	<i>Forms & Periodic Reports - All Divisions</i>
3.3.1	<i>Individual Requisition Forms - Clothing, Boots, Shoes, Bunker Gear, Dry Suits, helmets, etc.</i>
3.3.2	<i>Alterations Requisition Form - Clothing, Bunker Gear</i>
3.3.3	<i>Station Supplies Requisition Form - Medical Supplies, Cleaning Supplies, Kitchenware Supplies, etc.</i>
3.3.4	<i>Repair / Replacement Service Requisition Forms - Vehicles, Equipment, Facility (electrical, mechanical, plumbing, etc.)</i>
3.3.5	<i>Periodic (weekly, monthly, annual) Vehicle Checks</i>
3.3.6	<i>Periodic (weekly, monthly, annual) Equipment Checks</i>
3.3.7	<i>Periodic Check for Self Contained Breathing Apparatus (SCBA), Personal Protective Equipment (PPE), Air Bottles</i>
3.3.8	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4	<i>Fire Prevention</i>
3.4.1	<i>Inspection Request Form</i>
3.4.2	<i>Application for Open Air Burn Permit</i>
3.4.3	<i>Request to invoice for Inspection (internal form)</i>
3.4.4	<i>Notice to Building Owners / Managers</i>
3.4.5	<i>Vulnerable Occupancy - Fire Drill Scenario Form (OFMEM Form)</i>
3.4.6	<i>Order to Pay Costs Form</i>
3.4.7	<i>Electrical Inspection Order</i>
3.4.8	<i>Primary Caution Notice</i>
3.4.9	<i>Certificate of Offence (multi copy) pre numbered</i>
3.4.10	<i>Fines Table</i>
3.4.11	<i>Fireworks Checklist (internal form)</i>
3.4.12	<i>Fireworks Discharge Permit</i>
3.4.13	<i>Fire Scene Release (multi copy)</i>
3.4.14	<i>Fire Safety Plan for Public Event Tents</i>
3.4.15	<i>Smoke Alarm Program - Residential Visit Report</i>
3.4.16	<i>After the Fire Program - Residential Visit Report</i>
3.4.17	<i>Vacant Building Assessment / Inspection / Change of Status Form</i>

3.4.18	<i>Inspector's Daily Activity Report</i>
3.4.19	<i>Public Educator's Daily Activity Report</i>
3.4.20	<i>FIS Risk Template (OFM Form)</i>
3.4.21	<i>Investigation Reports Fire Origin and Cause Assessment Report</i>
3.4.22	<i>Investigation Reports LFD Short Form Reports</i>
3.4.23	<i>Inspection Reports - Routine Orders, Recall, Complaint, Information, BL, RRUL Inspections</i>
3.4.24	<i>Inspection Reports Part I Tickets</i>
3.4.25	<i>Inspection Reports Part III Charges</i>
3.4.26	<i>Standard Letters</i>
3.4.27	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4.28	<i>Activity Indicator Reports - Summary And Detail: Inspection activity by individual, such as but not limited to number of buildings, by building class, time taken, criticality of findings; type of inspection, zones</i>
3.4.29	<i>Monitoring Reports - Summary and Detail: activities such as recall inspections or complaint inspections to ensure adherence to timelines and flag for supervisor with exception reports</i>
3.4.30	<i>Activity Indicator Reports - Summary and Detail: Public education events activity by preparation time, presentation time, number of people attended, age groups, hot zone locations, material distributed, etc.</i>
3.4.31	<i>Inventory Usage and Ordering: Fire Prevention Supplies, Public Education Supplies</i>
3.5	<i>Fire Fighting</i>
3.5.1	<i>Fire Fighting - LFD Incident Report</i>
3.5.2	<i>Fire Fighting - LFD Medical Assist Report (MAR)</i>
3.5.3	<i>Fire Fighting - OFM Standard Incident Reporting (SIR)</i>
3.5.4	<i>Fire Fighting - OFM Injury Report</i>
3.5.5	<i>Exposure Report, linked to individual personnel record</i>
3.5.6	<i>Witness Statement</i>
3.5.7	<i>Designated Officer Incident Assessment Form</i>
3.5.8	<i>LFD Incident Safety Officer Checklist</i>
3.5.10	<i>Supervisor Report of Injury (SROI)</i>
3.5.11	<i>Work-Related Injuries - Supervisor Checklist</i>
3.5.12	<i>Incident Summary for Media Information</i>
3.5.13	<i>Report on Health or Safety Concern</i>
3.5.14	<i>Fire Watch - Duties Hand out (to be distributed in paper form)</i>
3.5.15	<i>Fire Watch - Log Form</i>
3.5.16	<i>Smoke Alarm - Waiver and indemnification Form (needed in multi-copy, paper form)used with 3.4.15</i>
3.5.17	<i>Liability Release Declaration (needed in multi copy, paper form)</i>
3.5.18	<i>Confirmation of Daily and Monthly Checks</i>
3.5.19	<i>Personal Protective Equipment (PPE) Inspection Report</i>
3.5.20	<i>Bunker Gear Clean or Repair</i>
3.5.21	<i>Full Body Harness Log</i>
3.5.22	<i>Pre-Incident Planning</i>
3.5.23	<i>Pre-Incident Planning - High Vulnerability Occupancies</i>
3.5.24	<i>Pre-Incident Planning - Hi Rise Apartment Building</i>
3.5.25	<i>Quick Action Response Plan</i>

3.5.26	<i>Requisition for alterations or modifications to apparatus or equipment</i>
3.5.27	<i>Checklist for Carbon Monoxide Alarm Emergency</i>
3.5.28	<i>Vacant Building Assessment Form</i>
3.5.29	<i>LFD Vehicle / Equipment - Lost or Damaged Report</i>
3.5.30	<i>Radio Issues Reporting</i>
3.5.31	<i>Failure or Malfunction of SCBA</i>
3.5.32	<i>Daily Apparatus Inspection Report</i>
3.5.33	<i>Weekly Vehicle and Equipment Report</i>
3.5.34	<i>Weekly Aerial Inspection Truck 7 - Emergency One</i>
3.5.35	<i>Weekly Aerial Inspection Truck 23 - Emergency One</i>
3.5.36	<i>Weekly Aerial Platform Inspection Truck 1</i>
3.5.37	<i>Weekly Aerial inspection SMEAL Aerials</i>
3.5.38	<i>Weekly Aerial 75 FT Quint Vehicle Inspection</i>
3.5.39	<i>Weekly Vehicle Inspection Report</i>
3.5.40	<i>Weekly Ancillary Equipment Check</i>
3.5.41	<i>Employee Functional Abilities assessment form</i>
3.5.42	<i>Employee Treatment Memorandum</i>
3.5.43	<i>City owned automobile / property / vehicle theft report</i>
3.5.44	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.6	Training <i>SEE LEARNING MANAGEMENT</i>
3.7	Apparatus <i>SEE ASSET MANAGEMENT & INVENTORY</i>
3.8	Communications & Dispatch
3.8.1	<i>Communications and Dispatch - Event Logs (Audio and Text versions)</i>
3.8.2	<i>Dispatch activity by individual, by dispatch time with exception reporting for exceeding pre-sets, call volumes per day, time of day, type of call (emergency or otherwise) - see attached samples</i>
3.8.3	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.8.4	<i>Weekly Radio Equipment Checks</i>
3.8.5	<i>Database of Road Closures</i>
4.0	Work Order System and Scheduling
4.1	<i>Electronic fillable forms and Processing System (with status changes shown by colour codes for example)</i>
4.2	<i>Facility, Vehicle or Equipment Repair / Replacement / Service Requests from Fire Stations to Apparatus or Facilities, subject to type of work.</i>
4.3	<i>Scheduling Fire Prevention Inspections, Recall Inspections and reminders. Automated messaging to Admin for invoicing with inspection details.</i>
4.3.1	<i>Ability to select occupancies based on risk, occupancy type, frequency of incidents, etc.</i>
4.3.2	<i>System permits scheduling by using estimated hours per inspection</i>
4.3.3	<i>Recall inspections automatically added to Inspectors schedule based on the recall date noted in the Inspection Order.</i>
4.3.4	<i>Systems takes into account employee scheduled time off such as vacations, accumulated overtime, training, meetings, etc.</i>

4.3.5	<i>System is linked to attendance module and automatically flags the CFPO and ACFPO when an Inspector books off ill or on bereavement</i>
4.4	<i>Scheduling Public education events with reminders. Ability to assign shared equipment to event.</i>
4.5	<i>Scheduling periodic (weekly, monthly, annual) inspections for vehicle checks, equipment checks, MTO checks, pump testing, ladder testing, Face Fit Testing of SCBA, Bottle Rotation, Training and such other work. Should be able to set up location specific or all locations, one time or recurring, assignable to a location or staff or classification type (for example, all FFAOs, all Platoon Chiefs),</i>
4.6	<i>Summary and Detail Reports showing upcoming activities by type, location, day, month, staff, equipment, etc.</i>
4.7	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
5.0	Learning Management System
5.1	<i>Similar functionalities as to what LFD is currently:</i>
5.2	<i>Module creation, when required, for a sub topic or new area of expertise (for example, administering naloxone, water rescue)</i>
5.3	<i>Lesson Planning repository with the access limited to Training Division staff</i>
5.4	<i>Training modules for self-study for each staff group with reminders for refresher courses</i>
5.5	<i>Training Records attached to the individual personnel record</i>
5.6	<i>Summary and Detail Reports showing mandatory training and refreshers by training instructor and trainee, hours of training, training type (mandatory /optional), training topic, date, date range, squad, recert dates, etc.</i>
5.7	<i>Monitoring of self-directed training by date due, etc. with exception reporting when staff fail to meet the department set goals and objectives</i>
5.8	<i>Training Assessments or Candidate Evaluations</i>
5.9	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
6.0	Asset Management & Inventory (Apparatus Division, Stores and Fire Stations)
6.1	<i>Tangible Capital Assets (vehicles, bunker gear, equipment, radios)</i>
6.1.1	<i>i. cost, warranty, estimated useful life, cost of repairs</i>
6.1.2	<i>ii. location of equipment (at which station and on which truck, where applicable) and trucks</i>
6.1.3	<i>iii. identify specialty equipment such as hazmat, tech rescue, water rescue by truck and station</i>
6.1.4	<i>iv. whether active or out of service</i>
6.1.5	<i>v. scheduling of repetitive tasks such as cleaning of bunker gear; MTO checks, etc.</i>
6.1.6	<i>vi. Where applicable, sound level testing results by assets.</i>
6.2	<i>Bunker Gear, Boots, Helmets, Uniforms and such records by employee, date of issue, size, colour, # of stripes, new / replacement / damaged</i>
6.3	<i>Clothing, Bunker Gear Record linked to Employee Record</i>
6.4	<i>Consumables – Apparatus Division Parts & Supplies, Haz Mat, Tech Rescue, Water Rescue Supplies, Medical Supplies, Station Supplies, Public Education Supplies</i>
6.5	<i>Stock replenishment to pre-established levels</i>
6.6	<i>Specialized Software and hardware in use by Comms, Training, Admin cost, warranty, estimated useful life, annual fees, licences, contact info, location</i>
6.7	<i>Apparatus Records to include truck location</i>
6.8	<i>Apparatus - Record and track Facilities and Vehicles service and maintenance – time spent, parts used (see Inventory and Asset Management section)</i>

6.9	<i>Vehicle & Equipment Analysis - Number of Vehicles or equipment serviced per month, repaired per month, time spent, cost per truck, per mechanic, historical vehicle maintenance cost by vehicle, etc.</i>
6.1	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
7.0	Incident Response Mapping - GPS / AVL
7.1	<i>A system that plots calls and transmits to responding vehicles on a tablet or such device, a map using IP addresses or other software, showing incident location as well as suggested routes for responding vehicles, radio channel and any other incident related or property related information such as an aerial view of the property, any fire safety plans or other documents related to the address that assist the response crew.</i>
7.2	<i>i. Live feed Dashboard by Stations should include, but not limited to: 1. Active Vehicles and equipment, staff by rank or classification, specialty training and certifications, by current location; 2. Vehicles responding to alarms, with response type (i.e. structure fire, motor vehicle collision (MVC), medical), staff on vehicles, geographic area, demographics; 3. General information provide in a static window or through scrolling message, or both, showing items like weather conditions, traffic, street closures, and as inputted by administration</i>

Project milestones should be developed for all service areas.

Fire Prevention and Personnel management proposed as Phase 1 of the project implementation.

The above is a sample of requirements to highlight expectations from ICO for the quoted price.

SCHEDULE A1B
GENERAL SAAS AND DATABASE RELATED REQUIREMENTS

ICO shall ensure the following SaaS and database related requirements are met:

1. Server uptime of at least 99.9%.
2. Support: Within its support services, ICO commits to provide:
 - a) 24 hours / 7 days a week / 365 days a year technological support for system issues
 - b) Issue resolution time lines when the resolve to issues cannot be immediately addressed during the telephone call advising ICO of an issue, ICO will endeavour to resolve the issue within the time frame of the Escalation Plan provided in this Agreement.
3. Integration: The application and databases shall be enabled to integrate with London, provincial, federal or other third party applications / databases as required and when available.
4. Storage of London's data on no less than three (3) servers located in Canada, noting that:
 - a) None of the data shall ever be stored outside of Canada
 - b) Provide a disaster recovery plan on how ICO recovers and protects London data in the event of a disaster.
5. Collection, Use and disclosure of London data – ICO or any of its agents shall not directly or indirectly use, collect or disclose any personal information for any purposes not authorized by London.
6. Restrictions on Further Data Transfers – Notification of transferring data from specific equipment, locations or territories so that it is clear which laws will apply to the relevant processing.
7. Storage of London's data – if requested ICO shall provide London owned data within 24 hours of request in a machine-readable format acceptable to London.
8. Confidential Information – ICO shall ensure:
 - a) That personal information collected and stored on the third party server is kept confidential and secure;
 - b) It limits the disclosure of confidential information to only those who have a need to know it;
 - c) ICO does not directly or indirectly disclose, destroy, exploit or use any confidential information without obtaining London's written consent.
9. Access to Information – Limit access to the information and restrict further uses by ICO as is appropriate for the context and sensitivity of the information; MFIPPA will govern where applicable.
10. Notice of Compelled Disclosure: If ICO is legally compelled to disclose any of London's confidential information, ICO must provide London with prompt notice to allow London to seek a protective order or other appropriate remedy to prevent or limit such disclosure.
11. Subcontracting: ICO is not permitted to subcontract the whole or any part of the Agreement without London's prior written consent.
12. Responsibility for Subcontractors – ICO retains prime responsibility and liability for any act or omission of any of its subcontractors (and their subcontractors) to the extent there is any breach of applicable data protection requirements.
13. Deletion and Backup of Data
 - a) Backups – backups of relevant data will be conducted on a regular basis and, if requested by London or LFD, copies will be provided.
14. Security – ICO represents, warrants, and confirms, and shall continue to ensure that:
 - a) all security measures are taken by all service providers and ensuring that these measures are complied with
 - b) provide London with quick detailed information in the event of a personal or confidential breach or security incident at all times and adhering to all regulations and provincial laws

- c) that the security and integrity of all personal information and records in its possession are complied with
 - d) Personal information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. ICO shall implement, use and maintain the most appropriate products, tools, measures and procedures to do so
 - e) that all points of sale devices must incorporate reliable security, including secure operating and control systems that prohibit any incoming connection to the devices.
15. Power Outage – Ensure that there are procedures in place in the event of an outage to ensure business continuity and prevent data loss.
 16. Business Recovery Following System Outages
 - a) Seamless synchronization when an application loses connectivity to the records management system
 - b) The module will seamlessly integrate with property databases as when available or as required.
 17. Service Levels – Subject to Service level agreements in terms of inputting, updating, modifying, archiving, returning or deleting data and what remedies are available for failure to meet relevant requirements.
 18. Ownership of the data – Data remains the property of London and any other data that London provides as it must comply with its obligations under privacy laws that include enabling customers to access their personal information, request corrections, and resolve issues and complaints.
 19. Return of Data on Termination of the Agreement, company changes ownership, bankruptcy, insolvency, receivership – Through an escrow process, ICO shall ensure London is provided with LFD data and applications should ICO commence insolvency proceedings, receivership, bankruptcy, takeovers or terminate the agreement, in order to not impact London’s day-to-day operations.
 20. Retention and Destruction Exit Strategy – ICO must return all of London's data to London before the end of the term of the Agreement, with no copy kept by ICO. ICO will securely delete all London data within reasonable and specified timeframe: no later than six months after the Agreement has terminated.
 21. Audits – London will conduct audits from time to time on all services provided by ICO to ensure compliance with relevant agreements. Audits may include but not limited to periodical inspections, review access logs, review of threat risk assessments, privacy Impact Assessments (PIAs), vulnerability assessments, and confirm that physical locations where personal information is processed and stored are compliant.
 22. Compliance - At all times London must be compliant with all ICO's SaaS and Services requirements.

SCHEDULE A1C
Response of ICO to Request for Proposals (RFP)

As received by the Corporation of the City of London Purchasing & Supply Department

SCHEDULE A2 SERVICE FEES

CLOUD BASED ENTERPRISE WIDE MANAGEMENT ADMINISTRATION SYSTEM FOR LONDON FIRE DEPARTMENT

Cost Area	Personnel Database	Automated Book On Book Off System	Records Management	Work Order System & Scheduling	Learning Management System	Asset Management & Inventory	Incident Mapping , GPS / AVL	Total	Notes
One Time Costs:									
Software, Implementation and Integration									Progressive billing on a per module basis
Project Strategy, Planning and Management	\$70,000	\$10,000	\$70,000	\$10,000	\$20,000	\$10,000	\$25,000	\$215,000	25% at contract signature 25% after installation 25% after data integration 25% at go live
Business Requirements Analysis									
Change Management									
System Configuration and Setup									
Customization									
Testing									
Report Development									
Data Conversion									
Data Integration									
Training									
Initial Go Live Support									
Licencing and User Fees (during Implementation), as applicable									One-time payment for user licences
User Licences	\$35,000	\$10,000	\$50,000	\$10,000	\$20,000	\$20,000	\$20,000	\$165,000	50% at contract signature for all modules 50% after installation on per module basis
Information Security (during implementation)									
Backups, Disaster Recovery, Business Continuity								\$0	
Penetration Testing								\$0	
Other Costs									
Travel expenses	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$8,400	will be charged monthly according to real cost; Not to exceed \$8,400
Total One-Time Costs	\$106,200	\$21,200	\$121,200	\$21,200	\$41,200	\$31,200	\$46,200	\$388,400	
Recurring Maintenance Costs:									

Licencing and User Fees									Yearly cost: billing will start on a per module basis 90 days from Go Live
User Licences	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$1,750	
Other Software Licencing Fees								\$0	
Data Storage Charges	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$3,500	
Support and Maintenance								\$0	
Maintenance Fee / Annual Subscription	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$3,125	\$26,875	First year free of charge. Charge applicable 12 months after production date of the module
Upgrades / Updates	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$3,125	\$26,875	First year free of charge. Charge applicable 12 months after production date of the module
Custom Requests								\$0	
Information Security								\$0	
Backups, Disaster Recovery, Business Continuity	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000	
Penetration Testing	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000	
Recurring Maintenance Costs See below for detail by year	\$20,250	\$5,250	\$20,250	\$5,250	\$7,750	\$5,250	\$9,000	\$73,000	
Maintenance Schedule:									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10			
Rate of Increase over Prior Year (as a percentage)	0	2	2	2	2	2			

Recurring Maintenance Costs, assumed all modules, first payable in 2019	
Contract term 3 years (2018-2020)	
2019 Maintenance and Upgrades Waived	\$19,250
2020 Full Cost	\$73,000
TOTAL	\$92,250
Three 1 year extensions (2021, 2022, 2023)	
2021 Optional One year Extension (1 of 3) with 2% Increase	\$74,460
2022 Optional One year Extension (2 of 3) with 2% Increase	\$75,949
2023 Optional One year Extension (3 of 3) with 2% Increase	\$77,468

Additional Costs if and when needed:	
\$120	Hourly Rate for Professional Services
\$120	Hourly Rate for Custom Programming
\$120	Data Extraction

APPENDIX B

#18045

Chair and Members
Community and Protective Services Committee

April 4, 2018
(Award Contract)

**RE: Enterprise Wide Management / Administration Software
(Subledger CP180013)
Capital Project PP1025 - Interface & Mobile Data
ICO Technologies - \$388,400 (excluding H.S.T.)**

FINANCE REPORT ON THE SOURCES OF FINANCING:

Finance confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendation of the Acting Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children, and Fire Services, and the Director, Information Technology Services, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$200,000	\$200,000		\$200,000
Computer Equipment	800,000	791,452	386,688	\$404,764
Other City Related Expenses		8,548	8,548	\$0
NET ESTIMATED EXPENDITURES	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$395,236</u> 1)	<u>\$604,764</u>

SOURCE OF FINANCING:

Capital Levy	\$968,000	\$968,000	\$395,236	\$572,764
Drawdown from Vehicles & Equipment Fire R.F.	32,000	32,000		32,000
TOTAL FINANCING	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$395,236</u>	<u>\$604,764</u>

Financial Note:

Contract Price	\$388,400
Add: HST @13%	50,492
Total Contract Price Including Taxes	<u>438,892</u>
Less: HST Rebate	<u>43,656</u>
Net Contract Price	<u><u>\$395,236</u></u>

Licencing and maintenance costs are typically at \$73,000 per year with a 2% annual increase.

LP

Jason Davies
Manager of Financial Planning & Policy

Bill No. 161
2018

By-law No. A.-_____

A by-law levying rates for 2018 for school purposes
in the City of London.

WHEREAS by section 257.7 of the *Education Act*, the Municipal Council is required to levy and collect upon all the residential property and business property in The Corporation of the City of London the tax rates prescribed under section 257.12 of the said *Act* for school purposes;

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

2018 SCHOOL RATE BY-LAW

School Rates

1. The rates set out in column 3 of Schedule “A” attached to this by-law are hereby levied for 2018 upon all the property rateable for school purposes in the City of London.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” attached to this by-law and are indicated in the first two characters of column 2 of Schedule “A” of this by-law.

Administration of By-law

3. The administration of this by-law is assigned to the City Treasurer, Chief Financial Officer 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.

Commencement

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

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

SCHEDULE “A”
By-law No. A.-_____

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2018 EDUCATION TAX RATES
commercial taxable farmland 1	c1n	0.127500%
commercial taxable farmland 2	c4n	1.340000%
commercial taxable – hydro	chn	1.340000%
commercial taxable vacant -hydro	cjn	0.938000%
commercial taxable - excess - hydro	ckn	0.938000%
commercial taxable tenant of prov	cpn	1.340000%
commercial taxable	ctn	1.340000%
commercial taxable excess land	cun	0.938000%
commercial taxable vacant land	cxn	0.938000%
office bldg taxable – hydro	dhn	1.340000%
office bldg taxable	dtm	1.340000%
office bldg taxable excess land	dun	0.938000%
farmland taxable fp	ffp	0.042500%
farmland taxable fs	ffs	0.042500%
farmland taxable no support	ftn	0.042500%
farmland taxable ep	ftep	0.042500%
farmland taxable es	ftes	0.042500%
parking lot taxable	gtn	1.340000%
industrial taxable farmland 1	i1n	0.127500%
industrial taxable farmland 2	i4n	1.340000%
industrial taxable - hydro	ihn	1.340000%
industrial taxable-hydro- excess land	ikn	0.938000%
industrial taxable	itn	1.340000%
industrial taxable excess land	iun	0.938000%
industrial taxable vacant land	ixn	0.938000%
large industrial taxable	Ltn	1.340000%
large industrial excess land	Lun	0.938000%
multi-res taxable farmland 1 ns	m1n	0.127500%
multi-res taxable farmland 1 ep	m1ep	0.127500%
multi-res taxable farmland 1 es	m1es	0.127500%
multi-res taxable farmland 1 fp	m1fp	0.127500%
multi-res taxable farmland 1fs	m1fs	0.127500%
multi-res taxable farmland 2 ep	m4ep	0.170000%
multi-res taxable fp	mtfp	0.170000%
multi-res taxable fs	mtfs	0.170000%
multi-res taxable ep	mtep	0.170000%
multi-res taxable es	mtes	0.170000%
multi-res taxable n	mtn	0.170000%
pipeline taxable	ptn	1.340000%
res/farm taxable 1 fp	r1fp	0.127500%
res/farm taxable 1 fs	r1fs	0.127500%
res/farm taxable farmland 1 ep	r1ep	0.127500%
res/farm taxable farmland 1 es	r1es	0.127500%
res/farm taxable farmland 2 ep	r4ep	0.170000%
res/farm taxable -hydro fp	rhfp	0.170000%
res/farm taxable-hydro fs	rhfs	0.170000%
res/farm taxable-hydro ep	rhep	0.170000%
res/farm taxable-hydro es	rhes	0.170000%
res/farm taxable fp	rtfp	0.170000%
res/farm taxable fs	rtfs	0.170000%
res/farm taxable ns	rtm	0.170000%
res/farm taxable ep	rtep	0.170000%
res/farm taxable es	rtes	0.170000%
shopping centre taxable	stn	1.340000%
shopping centre excess land	sun	0.938000%
managed forest taxable fp	tftp	0.042500%
managed forest taxable fs	tffs	0.042500%

SCHEDULE "A" cont'd
By-law No. A-_____

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2018 EDUCATION TAX RATES
managed forest taxable ep	ttep	0.042500%
managed forest taxable es	ttes	0.042500%
Landfill	Ht	1.340000%
commercial taxable (new construction)	Xtn	1.090000%
commercial taxable excess land (new construction)	Xun	0.763000%
commercial taxable vacant land (new construction)	Xxn	0.763000%
office bldg (new construction)	ytn	1.090000%
office bldg excess land (new construction)	yun	0.763000%
shopping centre (new construction)	ztn	1.090000%
shopping centre excess land (new construction)	zun	0.763000%
industrial taxable (new construction)	Jtn	1.090000%
industrial taxable excess land (new construction)	Jun	0.763000%
industrial taxable vacant land (new construction)	Jxn	0.763000%
industrial taxable (new construction)	ktn	1.090000%
industrial taxable excess land (new construction)	kun	0.763000%
New multi-residential	nt	0.170000%

SCHEDULE "B"
By-law No. A.-_____

**Definitions of
Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) Under OFAS**

Realty Tax Class (RTC)	Description	Realty Tax Qualifier (RTQ)	Description
A	Theatre	A	Taxable: General Vacant Land
C	Commercial	B	Taxable
D	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Full, Shared Payment-in-Lieu
I	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
X	Commercial (new construction)	1	Taxable: Farmland Awaiting Development Phase I
Y	Office Building (new construction)	2	Payment-In-Lieu: Full, Farmland 1
Z	Shopping Centre (new construction)	3	Payment-In-Lieu: General, Farmland 1
J	Industrial (new construction)	4	Taxable: Farmland Awaiting Development Phase II
K	Large Industrial (new construction)	5	Payment-In-Lieu: Full, Farmland II
H	Landfill	6	Payment-In-Lieu: General, Farmland II

Note that each RTC will be applied in combination with an appropriate RTQ.

Bill No. 162
2018

By-law No. C.P.-_____

A by-law to exempt from Part Lot Control, lands located at 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as a Parts of Blocks 1, 3, 4 and 13 in Registered Plan 33M-603, more particularly described as Parts 1-35 in Plan 33R-20017 in the City of London and County of Middlesex.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P. 13*, as amended, and pursuant to the request from Rembrandt Meadowlilly Inc., it is expedient to exempt lands located on 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as Parts of Blocks 1, 3, 4 and 13 in Registered Plan 33M-603, more particularly described as Parts 1-35 in Plan 33R-20017 in the City of London and County of Middlesex, from Part Lot Control;

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

1. Parts of Blocks 1, 3, 4 and 13 in Registered Plan 33M-603, more particularly described as Parts 1-35 in Plan 33R-20017 in the City of London and County of Middlesex, located 1013, 1133, 1170 and 1250 Meadowlark Ridge, are hereby exempted from Part Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P. 13*, as amended, for a period not to exceed two (2) years.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

Bill No. 163
2018

By-law No. E.-181()-___

A by-law to amend By-law No. E.-181-115 being "A By-law to establish the dates for advance voting and the hours during which voting places shall be open on those dates for the 2018 Municipal Election" by providing for an additional advance voting day on October 4, 2018.

WHEREAS subsection 43(1) of the *Municipal Elections Act, 1996*, as amended, provides that before voting day, each local municipality shall hold an advance vote on one or more dates.

AND WHEREAS subsection 43(2) of the *Municipal Elections Act, 1996*, as amended, provides that subject to subsection 43(3), the clerk shall establish, the date or dates on which the advance vote is held; the number and location of voting places for the advance vote; and the hours during which the voting places shall be open for the advance vote, which may be different voting places.

AND WHEREAS it is deemed appropriate to provide for an additional advance voting day for Western University and Fanshawe College;

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

1. Section 1 of By-law No. E.-181-115 be deleted in its entirety and be replaced with the following new Section 1:

"1. The following advance voting dates and times are hereby established for the October 22, 2018 Municipal Election:

- a) Thursday, October 4, 2018 from 10 AM to 8:00 PM
- b) Saturday, October 6, 2018 from 10:00 AM to 8:00 PM
- c) Tuesday, October 9, 2018 to Saturday, October 13, 2018, inclusive, from 10:00 AM to 8:00 PM;"

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

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

Bill No. 164
2018

By-law No. L.S.P.-_____

A by-law to designate 163 Oxford Street East 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 notice of intention to so designate the property known as 163 Oxford Street East 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. The real property at 163 Oxford Street East, 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.
2. 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.
3. 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*.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

SCHEDULE “A”
To By-law No. L.S.P.-_____

Legal Description

Part Lots 8 and 9, s/s Oxford Street, Plan 22(W), as in 909614, London

SCHEDULE “B”
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property

The property at 163 Oxford Street East is located on the south side of Oxford Street East between Talbot Street and St. George Street.

Oxford Street is a five lane street which runs in an east-west direction; curbs and sidewalks are found on both the north and south side. The property is on an L-shaped lot and the building is set back from the street in alignment with the front facades of neighbouring buildings. A paved driveway located at the rear of the house offers vehicular access and pedestrian access from the Oxford Street East sidewalk is achieved through concrete steps.

Statement of Cultural Heritage Value or Interest

The property located at 163 Oxford Street East, London, Ontario is of significant cultural heritage value because of its physical or design value and its contextual value.

The property consists of a narrow two and one half storey, front gable, brick-veneer residential structure built in an Edwardian architectural style. Architectural features which represent the Edwardian style include the use of imported red brick, the three stained glass windows, the full length façade front porch, porch columns and balustrade with restrained classical detailing and gable pediment. This infill building was built c. 1908 and occupied by a variety of middle class residents throughout the 20th century.

The building located at 163 Oxford Street East has a combination of architectural features and modest design elements that make it unique while still contributing to the eclectic character of buildings found in the Talbot North area of London. The property is nestled between 155 Oxford Street East (a listed property) and 165 Oxford Street East (Designated under Part IV of the OHA) and is representative example of a compatible early 20th century infill building. The property works to reinforce the original residential nature of the streetscape. The numerous refined, but modest, design features help express the socio-economic mix of buildings associated with Talbot North area of London at the turn of the century.

Heritage Attributes

The heritage attributes which support or contribute to the cultural heritage value or interest of the property at 163 Oxford Street East include:

- The two and one-half storey residential building;
- The setback of the building from Oxford Street East, with a wide boulevard and concrete steps to facilitate access from the sidewalk;
- Slate roof with octagonal-shaped tiles;
- Red brick veneer;
- The front and rear gable pediments with wood shingle imbrication;
- The wooden sunburst motif design found in the front, rear and side gables;
- The rectangular gable window with the flat, modestly designed, wooden trim;
- The overhanging eaves, molded wooden soffit and simple decorative wooden frieze;
- The exterior brick chimney located on the eastern elevation;
- The segmental arched window openings with the original double hung wooden windows, brick voussiors and plain lug sills;
- The large window opening with stained glass transoms found on the main level of the façade;
- The stained glass window found on the western elevation;
- The semielliptical arch window opening on the eastern elevation with plain lug sill, brick header voussiors and decorative stain glass window;
- The open porch with offset gable peak (over the doorway and stairs) with inset vertical wooden planks in the pediment and a shed style roofline made with a slate roof with octagonal-shaped tiles;
- The decorative wood fascia with dentils found on the porch roofline;

- The open porch supported by decorated wooden columns with capitals, bases, and collars, which rest upon tapered brick engaged piers;
- The wooden balustrade with upper and lower wooden railing;
- The wooden plank porch flooring and wooden porch skirt; and,
- The original wooden door found on the facade with circular glass insert and rectangular transom with clear glass insert.

Bill No. 165
2018

By-law No. L.S.P.-_____

A by-law to designate 440 Grey 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 notice of intention to so designate the property known as 440 Grey 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. The real property at 440 Grey 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.
2. 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.
3. 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*.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

SCHEDULE “A”
To By-law No. L.S.P.-_____

Legal Description

Part Lot 14, N/E Grey Street, Plan 178(E), as in 577879, London

SCHEDULE “B”
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property

440 Grey Street is located in a residential neighbourhood on the north side of the street, between Colborne Street and Maitland Street. Contextually the residential block works to form part of an area of London, known as SoHo.

Grey Street runs in an east-west direction from Adelaide Street in the East, to the Labatt's Brewery in the west near the Thames River. The property has a rectangular lot that is similar in size and shape to neighbouring properties to the east and west. The property includes a detached one storey brick residential building, with a one storey detached structure at the rear of the parcel. The dwelling was built circa 1881. An unpaved driveway is located on the west edge of the property line.

Statement of Cultural Heritage Value or Interest

The property located at 440 Grey Street, London, Ontario is of significant cultural heritage value because of its design value and its contextual value.

The built features of the property consist of a one storey brick residential structure. Built circa 1881, the house is an Ontario Cottage executed in buff 'London' brick and exhibits a symmetrical 3-bay façade with central doorway and flanking windows that is representative of this style. The accessory building at the rear of the property is not believed to have any cultural heritage value.

This property has contextual value because it is important in maintaining and supporting the character of the SoHo neighbourhood. The property also has contextual value due to its historical linkages to what has been an important ethnically diverse working class neighbourhood as well its association with Black settlement in London. This is characterized by the nearby Beth Emanuel Church located at 430 Grey Street. In addition, the area was also a site for the early Jewish community in London.

Heritage Attributes

The heritage attributes which support or contribute to the cultural heritage value or interest of 440 Grey Street includes:

- The one storey Ontario Cottage with a low hipped roof and central peaked gable;
 - The setback of the house from the street;
 - The double width buff brick construction;
 - The symmetrical 3-bay façade with central doorway and flanking windows;
 - The two identical front two-over-two sash wood windows topped by segmented arch brick voussoirs;
 - The west elevation evenly spaced two-over-two sash window openings topped by segmented arch brick voussoirs;
 - The front façade brick stringer 'frame' which effectively creates brick pilasters at the corners;
 - The wood paneled entrance door surround;
 - The transom with etched coloured glass displaying the house number; and
- The gable window opening with brick arch.

Bill No. 166
2018

By-law No. S.-_____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, east and west of Glengarry Avenue)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Fanshawe Park Road East, east and west of Glengarry Avenue, namely:

“Road Widening” on Registered Plan 885, 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 April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

LOCATION MAP



 SUBJECT LANDS

Bill No. 167
2018

By-law No. S.-_____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road, west of Foxwood Avenue)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Fanshawe Park Road, west of Foxwood Avenue, namely:

“Part of Block 290 (0.3m Reserve) on Registered Plan 564, in the City of London and County of Middlesex designated as Part 1 on Reference Plan 33R-20013.

and

Part of Block 282 on Registered Plan 564, in the City of London and County of Middlesex designated as Part 2 on Reference Plan 33R-20013.”

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

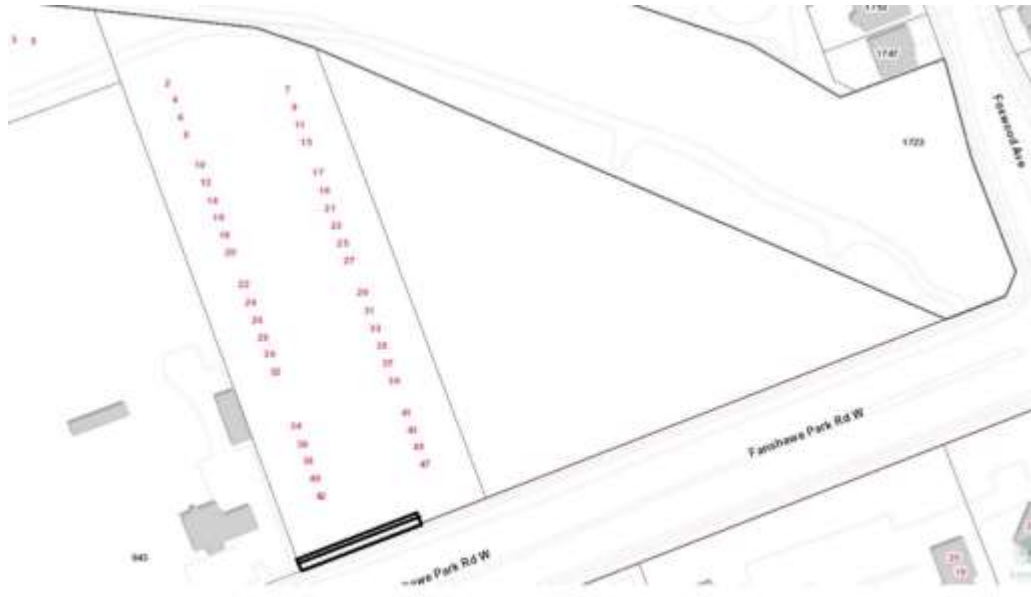
PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

LOCATION MAP



 SUBJECT LANDS

Bill No. 168
2018

By-law No. S.- _____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Canvas Way and as part of Superior Drive)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Canvas Way, namely:

“Block 110 on Registered Plan 33M-680 in the City of London and County of Middlesex.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Superior Drive, namely:

“Blocks 109 and 111 on Registered Plan 33M-680 in the City of London and County of Middlesex.

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

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

LOCATION MAP



 **SUBJECT LANDS**

Bill No. 169
2018

By-law No. S.-_____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Blue Heron Drive)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Blue Heron Drive, namely:

“All of Block 4 on Registered Plan 33M-568 in the City of London and County of Middlesex.

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

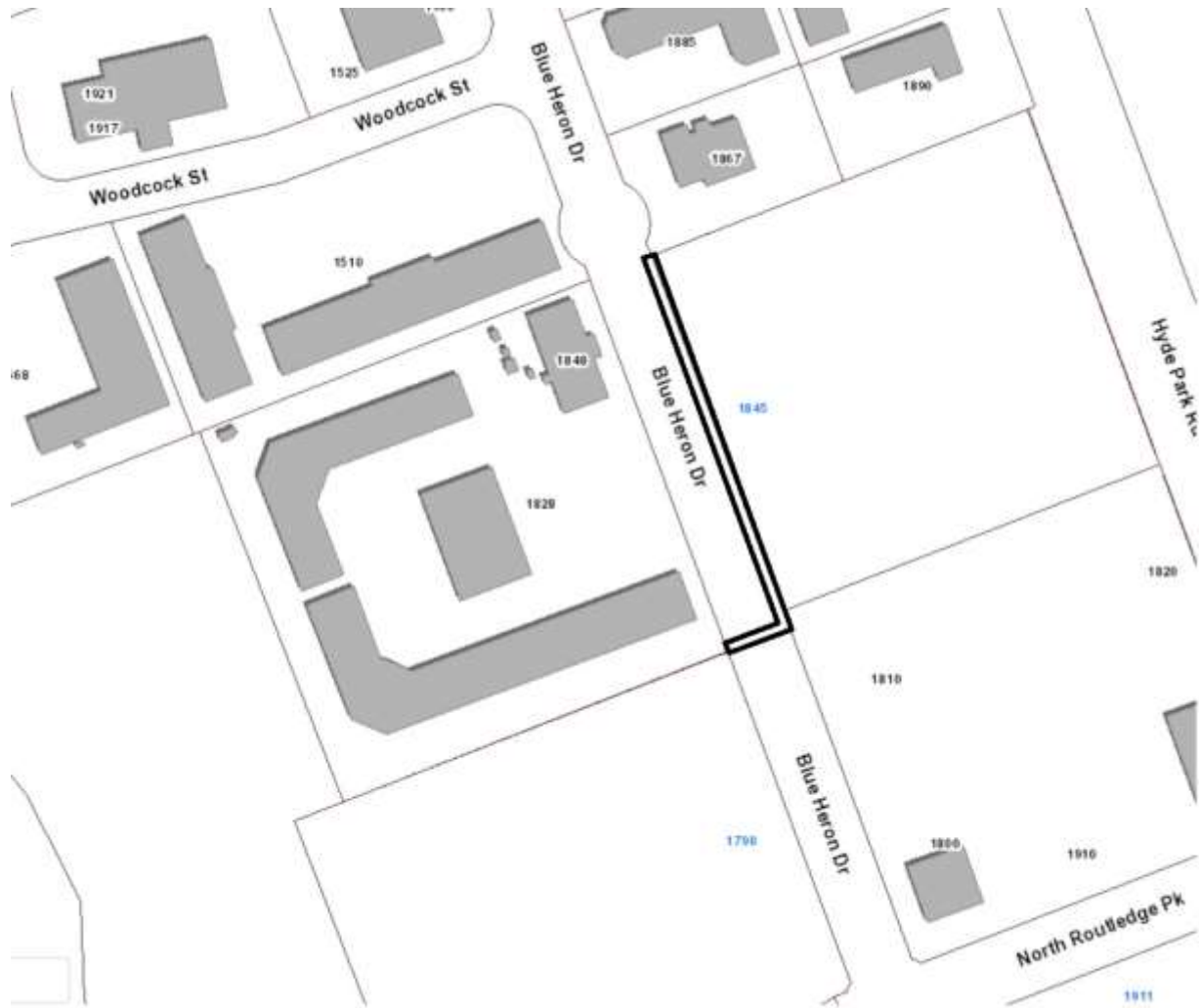
PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

LOCATION MAP



 SUBJECT LANDS

Bill No. 170
2018

By-law No. S.-_____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sunray Avenue, east of Colonel Talbot Road)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Sunray Avenue, east of Colonel Talbot Road, namely:

“Part of Lot 56 on Registered Plan 867 in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-19991.”

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

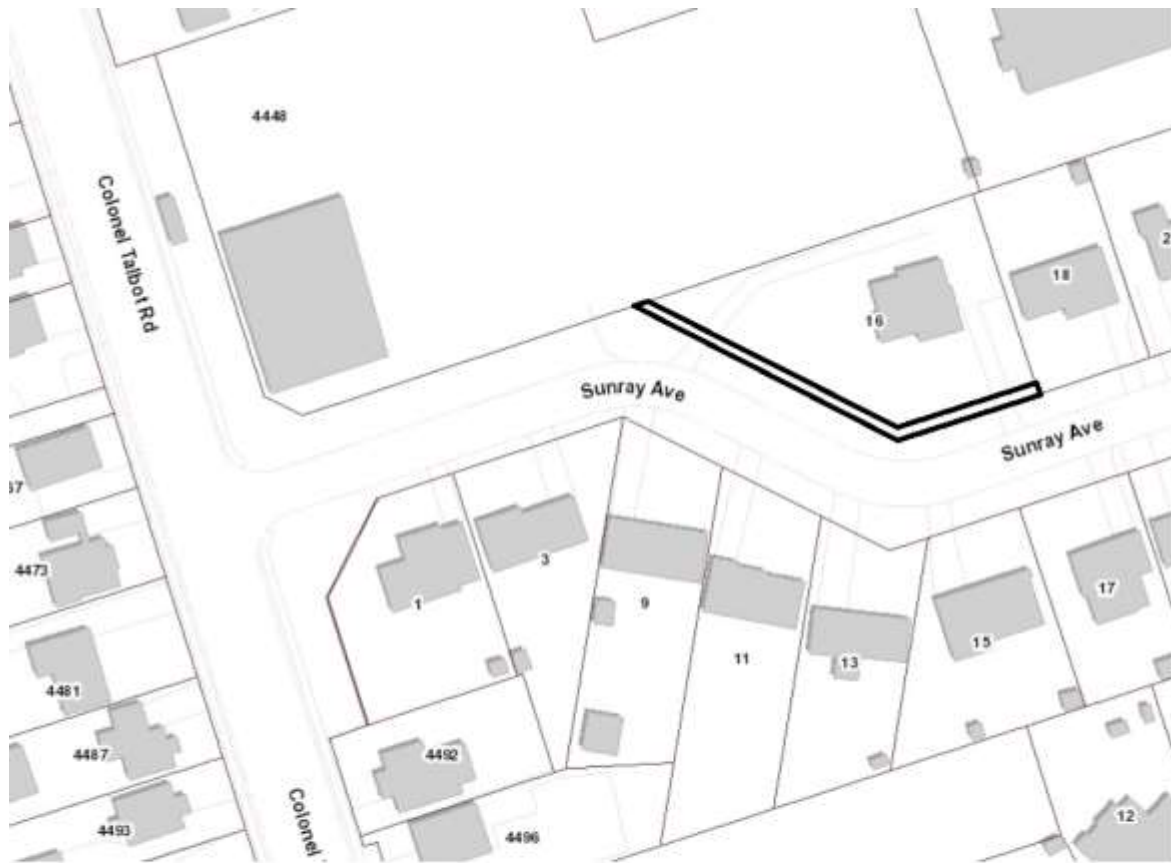
PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

LOCATION MAP



 SUBJECT LANDS

Bill No. 171
2018

By-law No. S.- _____

A by-law to assume certain works and services in the City of London. (Foxwood Crossing – Phase 1; 33M-546)

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 her satisfaction in Foxwood Crossing – Phase 1; 33M-546;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Foxwood Crossing – Phase 1; 33M-546
1640209 Ontario Ltd. – c/o York Developments, Ali Soufan.

Savoy Street – 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 April 11, 2018 to April 11, 2019.

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

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

Bill No. 172
2018

By-law No. S.-_____

A by-law to assume certain works and services in the City of London. (Foxwood Crossing – Phase 2; 33M-690)

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 her satisfaction in Foxwood Crossing – Phase 2; 33M-690;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Foxwood Crossing – Phase 2; 33M-690
1640209 Ontario Ltd. – c/o York Developments, Ali Soufan.

Westwick Walk – All
Bakerville Street – All
Debra Drive – All
Westpoint Heights – All
Savoy Street – All
Block 51 – Walkway

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 April 11, 2018 to April 11, 2019.

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

PASSED in Open Council on April 10, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

Bill No. 173
2018

By-law No. W.-_____

A by-law to authorize the Road Networks
Improvements (Project No. TS144618)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The "Road Networks Improvements (Project No. TS144618)" is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$847,844.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 10, 2018 .

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

Bill No. 174
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 1039, 1041, 1043, 1045, 1047 Dundas Street.

WHEREAS London Affordable Housing Foundation has applied to rezone an area of land located at 1039, 1041, 1043, 1045, 1047 Dundas Street, 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 1039, 1041, 1043, 1045, 1047 Dundas Street, as shown on the attached map comprising part of Key Map No. A.108, from a Business District Commercial (BDC)) Zone to a Business District Commercial Bonus (BDC*B(____)) Zone.

2. Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

"B(____) 1039, 1041, 1043, 1045, 1047 Dundas Street

The Bonus Zone shall be implemented through a development agreement to facilitate the development of a high quality, multi-use building, a total of 41 dwelling units and density of 205 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

a) Regulations:

- | | | |
|------|--|---|
| i) | Density
(maximum) | 205 units per
hectare (83 units
per acre) |
| ii) | Height
(maximum) | 18 metres
(52.50 feet) |
| iii) | Parking
(minimum) | 22 Parking Spaces |
| iv) | Bedrooms
(maximum) | 1 per unit |
| v) | Dwelling units are permitted on the whole of the first floor." | |

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on April 10, 2018.


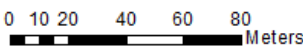

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – April 10, 2018
Second Reading – April 10, 2018
Third Reading – April 10, 2018

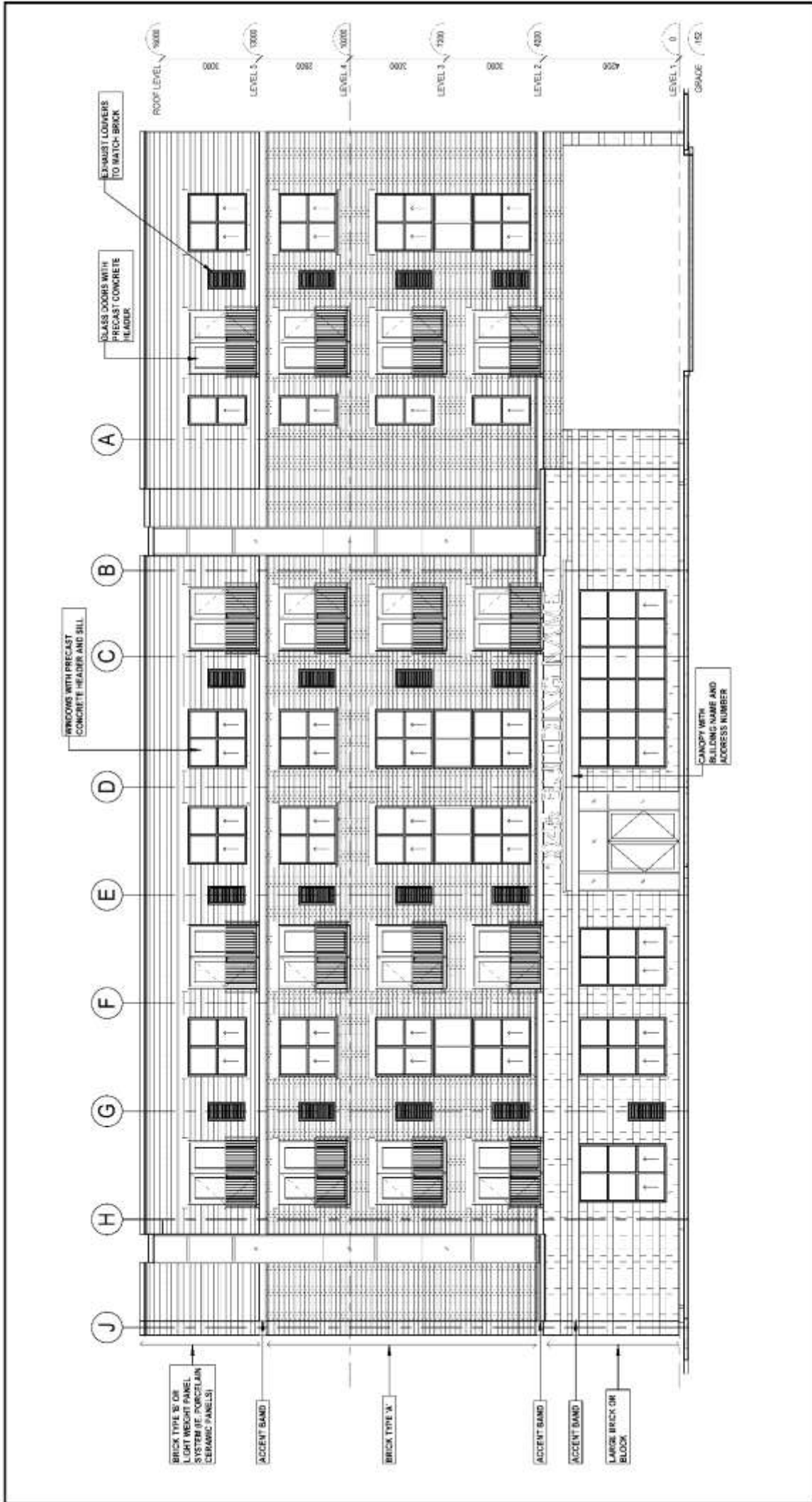
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-8862 Planner: MC Date Prepared: 2018/02/26 Technician: MB By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p> Meters</p> <p></p>
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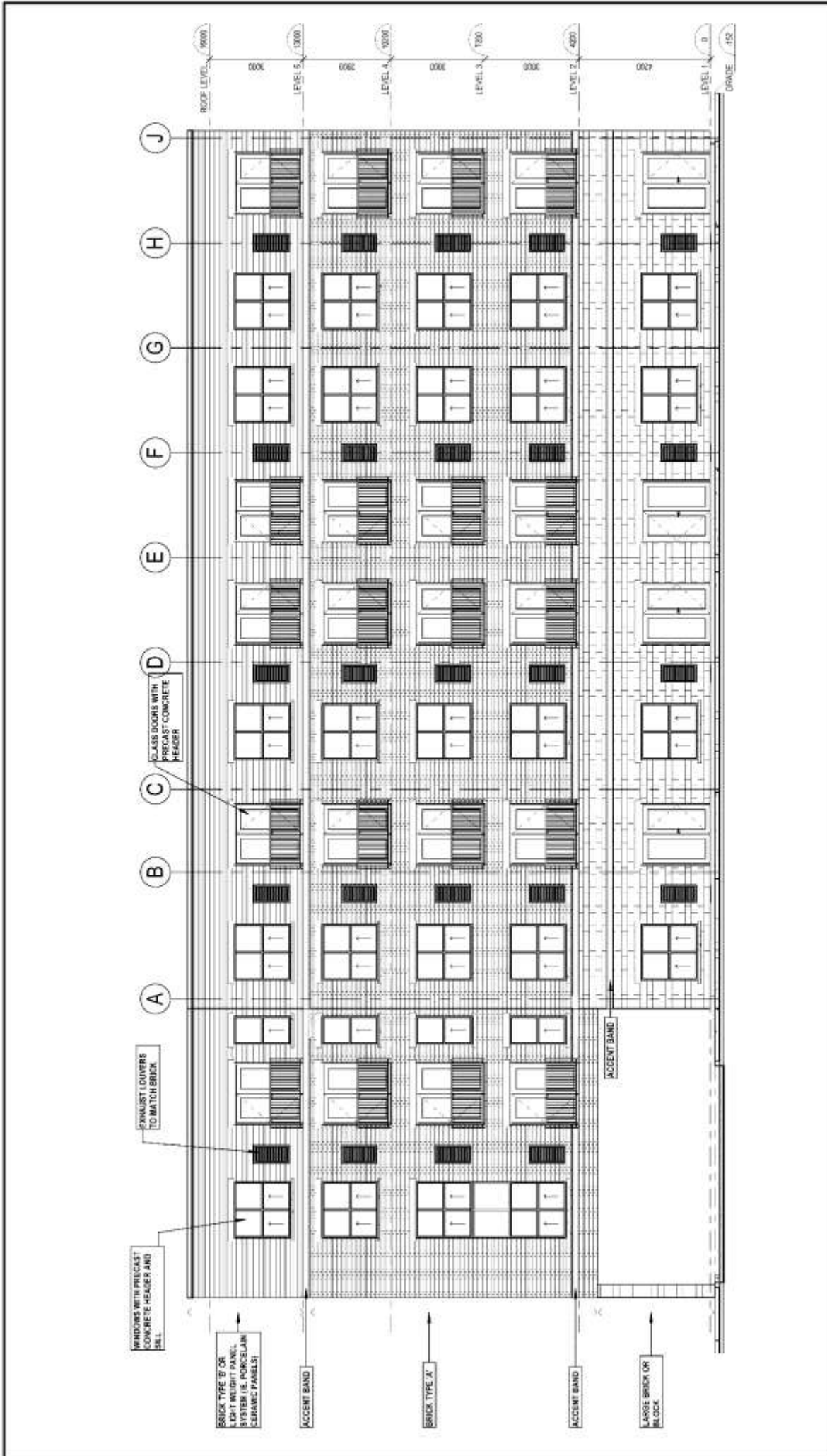
Geodatabase

Schedule "1"



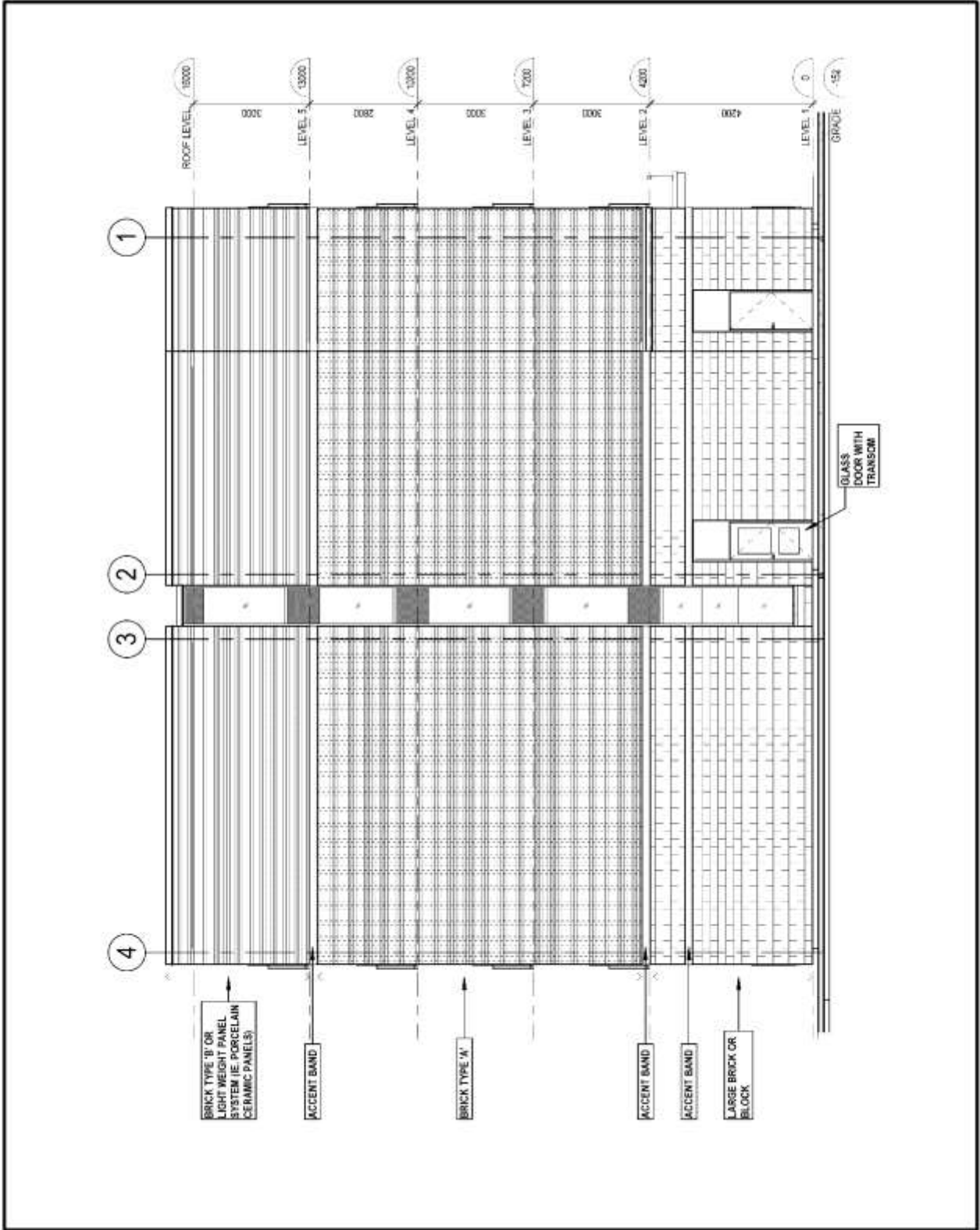
1 NORTH ELEVATION
A4.1 1:100

Schedule "1"



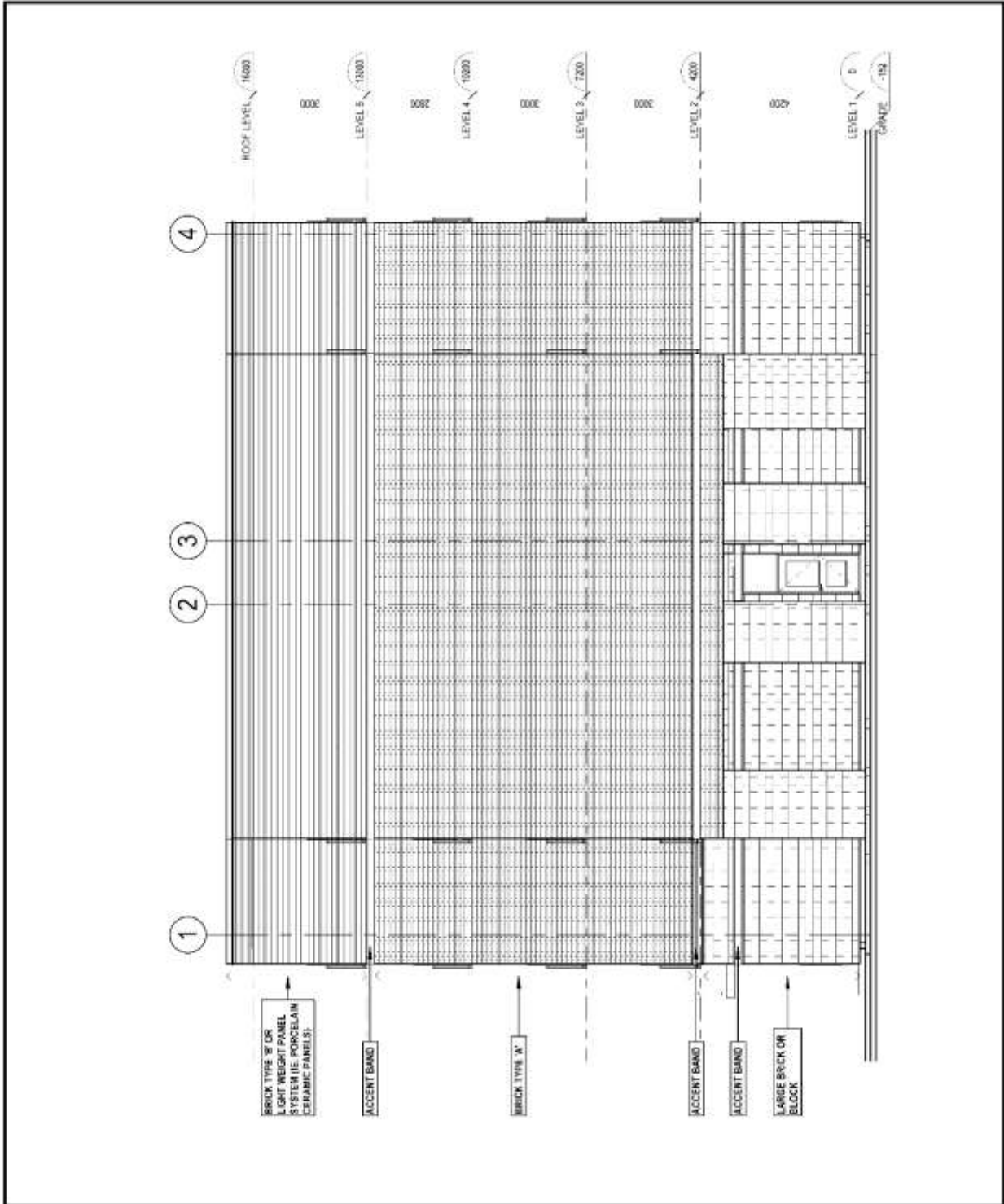
3 SOUTH ELEVATION
A4.1 1:100

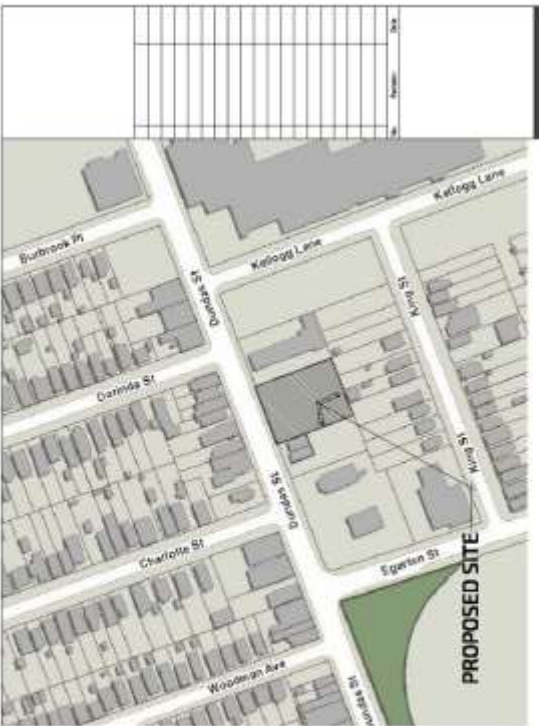
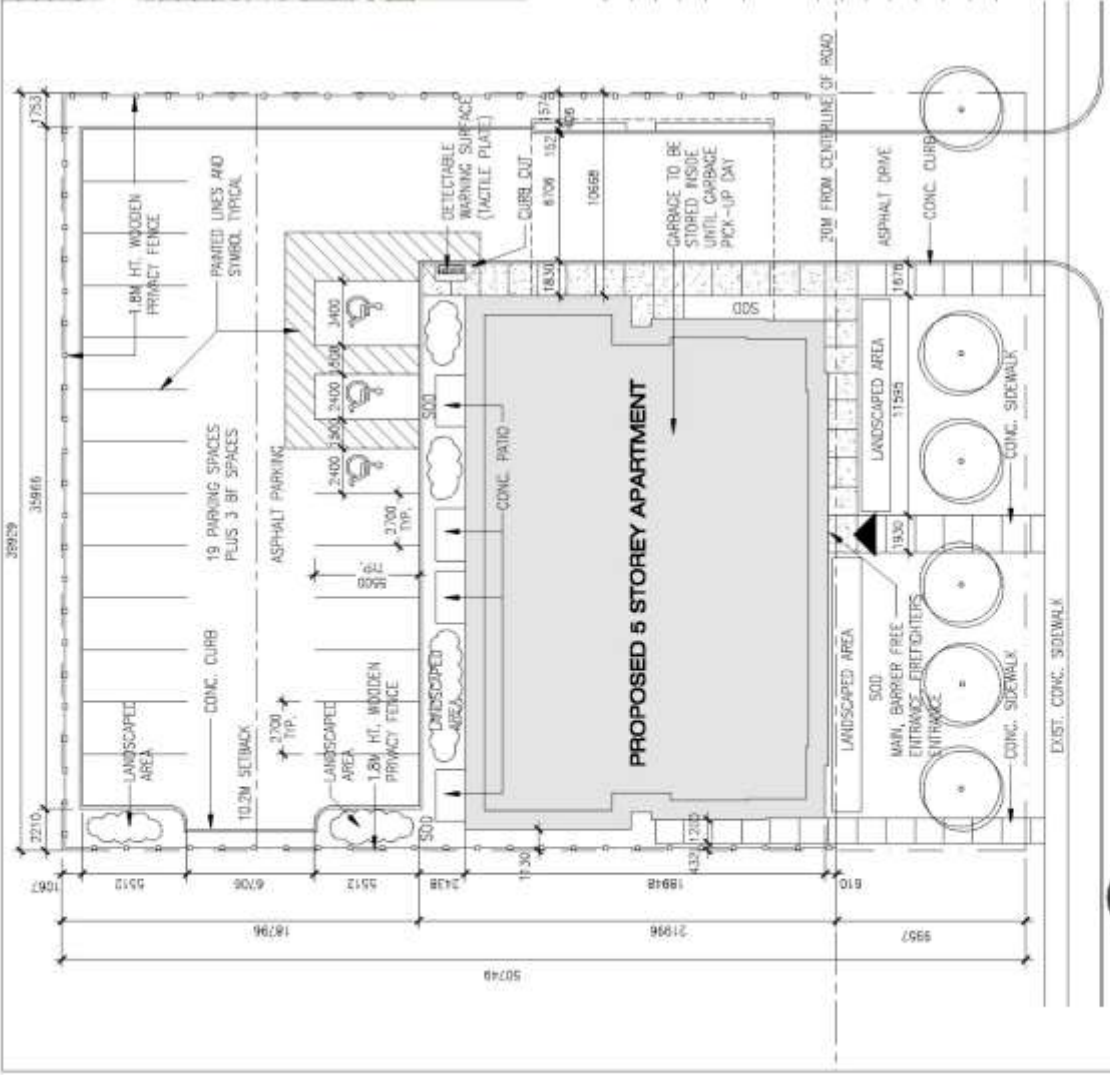
Schedule "1"



22 EAST ELEVATION
A4.1 1:100

Schedule "1"





SITE DATA

PROPOSED USE	REG'D. / MAX. / MIN.	PROPOSED
PROPOSED USE	EXIST. RES. ZONE	EXIST. RES. ZONE (APARTMENT)
LOT AREA	800 SQ. M (20 HA)	800 SQ. M (20 HA)
LOT FRONTAGE	80 M (26'-7")	80 M (26'-7")
FRONT SETBACK	0.0 M	0.0 M (NO.00 ALLOWANCE - 0.00 M)
REAR SETBACK	0.0 M	WEST SET. SIDE (NO.00 M) EAST SET. SIDE (NO.00 M)
HEIGHT	3.0 M	31.00 M (10'-0")
REAR SETBACK	24 (8.0) PLUS 1.5 M (5') FOR EACH 24 (8.0) OF WALL BESS. AT. OF FRONT SETBACK ABOVE 3M (10.0)	10.2 M (33'-6")
LANDSCAPED OPEN SPACE (10 M)		21%
LOT COVERAGE (10 M)	70% MAX.	38%
BUILDING HEIGHT	150 M (50'-0")	13.84 M (45'-5")
OPEN SPACE AREA		3371 SQ. M
BUILDING AREA		800 SQ. M
PARKING AREA 1	1.025/UNIT X 41 = 42 STALLS REQ'D	22 STALLS
PARKING AREA 2	27 STALLS REQ'D	27 STALLS
POSSIBLE BICYCLE CORRIDOR		54.8 SQ. M

NICHOLSON SHEFFIELD ARCHITECTS INC.
 1000 DUNDAS ST. W. TORONTO, ONT. M6J 1B2
 TEL: 416-593-9393 FAX: 416-593-9394
 WWW.NSARCHITECTS.COM

Proposed Site Plan
 Project: 1000 Dundas St. W. 5 Storey Apartment
 1000 Dundas St. W. Toronto, ON M6J 1B2
 Date: 08/11/2011
 Scale: 1:500
 Drawing No: 50749

SITE PLAN
 Scale: 1:500

DUNDAS ST