Council
Agenda

The 9th Meeting of City Council
April 9, 2019, 4:00 PM
Council Chambers

The City of London is committed to making every effort to provide alternate formats and communication supports for Council, Standing or Advisory Committee meetings and information, upon request. To make a request for any City service, please contact accessibility@london.ca or 519-661-2489 ext. 2425.

The Council will break for dinner at approximately 6:30 PM, as required.

Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

2.1 Community Contributions Made by Students

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: Mitchell Pratt, President and, Bardia Jalayer, President-Elect

Huron University College Students' Council: Inam Teja, President and, Christianne Morrison, President-Elect

Brescia University College Students' Council: Mikaila Hunter, President

King's University College Students' Council: Hadia Fiaz, President and, Jessica Afara, President-Elect

Society of Graduate Students, Western University: Mary Blake Bonn, President and, Jina Kum, President-Elect

Fanshawe Student Union: Jahmoyia Smith, President and, Abdullah Qassab, 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 Labour Relations or Employee Negotiations/Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and

employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.1/9/CSC)

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

5.1 8th Meeting held on March 26, 2019 6

6. Communications and Petitions

6.1 Councillor M. van Holst - High-Occupancy Vehicle (HOV) 129

(Refer to the Civic Works Committee Stage for Consideration with Item 11 (5.3) of the 7th Report of the Civic Works Committee)

7. Motions of Which Notice is Given

8. Reports

8.1 7th Report of the Civic Works Committee 130

1. Disclosures of Pecuniary Interest
2. (2.1) 4th Report of the Cycling Advisory Committee
3. (2.2) Bostwick Road Realignment Environmental Study Report
4. (2.3) Southdale Road West and Bostwick Road Improvements Environmental Study Report
5. (2.4) RFP 19-03 Tree Inventory Update
6. (2.5) Single Source Procurement Material Recover Facility Old Corrugated Cardboard Screen Upgrade
7. (2.6) 2014 - 2018 Community Energy Action Plan - Final Update
8. (2.7) Development of the Next Community Energy Action Plan (CEAP) 2019 - 2023
9. (5.1) Deferred Matters List
10. (5.2) 3rd Report of the Transportation Advisory Committee
11. (5.3) High-Occupancy Vehicle (HOV) in Next Transportation Master Plan (TMP) Update

8.2 5th Report of Community and Protective Services Committee 135

1. Disclosures of Pecuniary Interest
2. (2.1) 3rd Report of the London Housing Advisory Committee
3. (2.2) 1st Report of the Childcare Advisory Committee
4. (2.4) Museum London Operating Endowment Fund Trust Agreement (Relates to Bill No. 142)
5. (2.5) London Heritage Council Agreement 2019 - 2023 (Relates

to Bill No. 143)

6. (2.6) Reaching Home: Canada's Homelessness Strategy - Community Entity – Designated Communities Funding Agreement (Relates to Bill No. 144)

7. (2.7) Expansion of Naloxone Kits to Fire Services (Relates to Bill No. 145)

8. (2.3) Property Standards Related Demolitions (Relates to Bill No. 147)

9. (3.1) Unsanctioned and Unsafe Street Parties Policy Amendments - Public Nuisance By-law - Cost Recovery

10. (3.2) 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

11. (5.1) Deferred Matters List

8.3 9th Report of the Corporate Services Committee 157

1. Disclosures of Pecuniary Interest

2. (2.1) Declare Surplus - Portion of City-Owned Property at 723 Lorne Avenue

3. (2.3) Joint Use and Maintenance Agreement - Westminster Ponds (Relates to Bill No. 146)

4. (2.2) Annual Meeting Calendar

5. (3.1) Tax Adjustment Agenda

6. (3.2) Apportionment of Taxes

7. (4.1) London Convention Centre 2018 Operational Results

8. (5.1) Board of Directors - Federation of Canadian Municipalities

8.4 10th Report of the Strategic Priorities and Policy Committee 161

1. Disclosures of Pecuniary Interest

2. (3.1) Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

9. Added Reports

9.1 8th 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. 141 By-law No. A.-7832-107 203

A by-law to confirm the proceedings of the Council Meeting held on the 9th day of April, 2019 (City Clerk)

13.2 Bill No. 142 By-law No. A.-____-___ 204

A by-law to approve the Declaration and Agreement of Trust between the Museum London Foundation, Museum London and The Corporation of the City of London. (2.4/5/CPSC)

13.3 Bill No. 143 By-law No. A.-____-___ 223

A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the agreement. (2.5/5/CPSC)

13.4 Bill No. 144 By-law No. A.-____-___ 238

A by-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada under Reaching Home: Canada's Homelessness Strategy; and, to approve a template Sub-Project Funding Agreement, and to delegate authority to execute the Agreements. (2.6/5/CPSC)

13.5 Bill No. 145 By-law No. A.-____-___ 300

A by-law to approve the Agreement between The Corporation of the City of London and Middlesex-London Health Unit for distribution of naloxone kits for use by firefighters in providing first aid services. (2.7/5/CPSC)

13.6 Bill No. 146 By-law No. A.-____-___ 307

A by-law to authorize an Agreement among The Corporation of the City of London, London Health Sciences Centre, St. Joe's Health Care, London, and Reforest London, and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/9/CSC)

13.7 Bill No. 147 By-law No. B.-____-___ 321

A by-law to approve demolition of abandoned buildings with municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street Street under the Property Standards provisions of the Building Code Act. (2.3/5/CPSC)

13.8 Bill No. 148 By-law No. S.-____-___ 323

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway (as widening to Dearness Drive, north of Bradley Avenue). (City Surveyor - pursuant to Consent B.052/17 and in accordance with Zoning By-law Z-1)

13.9 Bill No. 149 By-law No. S.-____-___ 325

A by-law to amend By-law No. S.-4037-219 entitled, "A by-law to permit Martin Gehl to maintain and use a boulevard parking area upon the road allowance for 243 Victoria Street, City of London." (City Clerk)

13.10 Bill No. 150 By-law No. S.-____-___

A by-law to repeal and replace By-law No. S.-5997-78 entitled, “A by-law to rename a portion of LA Stradella to La Stradella Gate; to rename a portion of Middlewoods to Middlewoods Drive; to rename a portion of Tallwood to Tallwood Circle and to rename a portion of The Birches to The Birches Place, effective July 1, 2019.” (City Clerk)

14. Adjournment

Council

Minutes

The 8th Meeting of City Council
March 26, 2019, 4:00 PM

Present:	Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier
Also Present:	B. Card, B. Coxhead, S. Datars Bere, K. Dickens, J. Fleming, R. Hicks, G. Kotsifas, L. Livingstone, S. Mathers, D. MacRae, J. McGonigle, K. Murray, J. Ramsay, J. Raycroft, M. Ribera, C. Saunders, M. Schulthess, S. Statfford, B. Warner and B. Westlake-Power.

The meeting was called to order at 4:03 PM with all Members present, except Councillor M. Cassidy.

At 4:07 PM, Councillor M. Cassidy enters the meeting.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses pecuniary interests in the following matters:

a) Item 3.1 of the 8th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specifically as it relates to the Wellington Road Gateway project, by indicating that he owns property within 500 metres of a proposed Rapid Transit stop; and,

b) Item 4.1 of the 9th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specifically as it relates to the Wellington Road Gateway project, by indicating that he owns property within 500 metres of a proposed Rapid Transit stop.

Councillor S. Lehman discloses pecuniary interest in the following matters:

a) Item 4.1 of the 7th Report of the Corporate Services and Committee, having to do with the London Downtown Business Association (LDBA), by indicating that he is a member of the LBDA;

b) Item 3.1 of the 8th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specifically as it relates to the North Route, by indicating that he owns and operates a business on Richmond Street that may or may not be impacted this proposed Route; and,

c) Item 4.1 of the 9th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specifically as it relates to the North Route, by indicating that he owns and operates a business on Richmond Street that may or may not be impacted this proposed Route.

Councillor J. Morgan discloses the following pecuniary interests:

a) Item 3.1 of the 8th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specifically as it relates to the North Route, by indicating that the proposed Route has a direct financial impact on his employer, Western University;

b) Item 4.1 of the 9th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration for Submission, specifically as it relates to the North Route, by indicating that the proposed Route has a direct financial impact on his employer, Western University; and,

c) Emergent Motion, having to do with the London Medical Innovation and Commercialization Network, by indicating that the draft motion contemplates recovery of funds from Western University, who is his employer.

Councillor J. Helmer discloses the following pecuniary interests:

a) Item 3.1 of the 8th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Projects List For Consideration, specifically as it relates to the North Route, by indicating that the proposed Route has a direct financial impact on Western University where he is employed as a graduate teaching assistant; and,

b) Item 4.1 of the 9th Report of the Strategic Priorities and Policy Committee, having to do with Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specifically as it relates to the North Route, by indicating that the proposed Route has a direct financial impact on Western University where he is employed as a graduate teaching assistant.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: E. Peloza
Seconded by: S. Lewis

That Council rises and goes into Council, In Closed Session, for the purpose of considering the following:

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/7/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/7/CSC)

4.3 Land Disposition/Solicitor-Clint Privileged Advice

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that

belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/7/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/7/CSC)

4.5 Personal Matters/Identifiable Individual

A matter pertaining to personal matters involving identifiable individuals who are municipal employees with respect to employment related matters and advice and recommendations of officers of the Corporation including communications necessary for that purpose. (6.5/7/CSC)

4.6 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for the purpose and directions and instructions to officers and employees or agents of the municipality. (6.6/7/CSC)

4.7 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; 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. (6.7/7/CSC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

The Council rises and goes into Council, In Closed Session, at 4:12 PM, with Mayor E. Holder in the Chair and all Members present.

At 4:17 PM, Councillor S. Turner leaves the meeting.

At 4:35 PM, Councillor S. Turner enters the meeting.

The Council, In Closed Session, rises at 4:52 PM and Council reconvenes at 4:56 PM, with Mayor E. Holder in the Chair and all Members present.

At 4:57 PM Councillor E. Peloza leaves the meeting.

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

Motion made by: M. Cassidy
Seconded by: S. Lewis

That the Minutes of the 7th Meeting, held on March 5, 2019, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: P. Van Meerbergen
Seconded by: A. Hopkins

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

6.1 C. Weibe, MHBC Planning Urban Design and Landscape Architecture White Oak - Dingman Secondary Plan, Dingman Creek Environmental Assessment and Upper Thames River Conservation Authority Screening Area Mapping

(Refer to the Planning and Environment Committee Stage for Consideration with Items 6 (2.5) and 13 (2.11) of the 6th Planning and Environment Committee)

6.2 (ADDED) D.E. White - London Downtown Business Association Improvement Area 2019 Proposed Budget

(Refer to the Corporate Services Committee Stage for Consideration with Item 16 (4.1) of the 7th Report of the Corporate Services Committee)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

At 5:01 PM, Councillor E. Peloza enters the meeting.

8. Reports

8.1 6th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 6th Report of the Planning and Environment Committee BE APPROVED, with the exception of Item 21 (5.3).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2nd Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 2nd Report of the Trees and Forests Advisory Committee, from its meeting held on February 27, 2019, BE RECEIVED for information.

Motion Passed

3. (2.2) 3rd Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That the 3rd Report of the Advisory Committee on the Environment, from its meeting held on March 6, 2019, BE RECEIVED for information.

Motion Passed

4. (2.3) Application - 4402 Colonel Talbot Road - Removal of Holding Provision (h-18) (H-8961) (Relates to Bill No.133)

Motion made by: A. Hopkins

That, on the recommendation of the Planner II, Development Planning, based on the application by Lambeth Health Organization Inc., relating to the property located at 4402 Colonel Talbot Road, the proposed by-law appended to the staff report dated March 19, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, 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 Business District Commercial Special Provision (h-18* BDC(30)) Zone TO a Business District Commercial Special Provision (BDC(30)) Zone to remove the “h-18” holding provision from these lands. (2019-D09)

Motion Passed

5. (2.4) Passage of Heritage Designation By-law - 432 Grey Street (Relates to Bill No. 125)

Motion made by: A. Hopkins

That, on the recommendation of the Heritage Planner, Development Services, the by-law appended to the staff report dated March 18, 2019 to designate the property located at 432 Grey Street to be of cultural heritage value or interest BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019; 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*. (2019-R01)

Motion Passed

6. (2.5) Application - White Oak - Dingman Secondary Plan - Update Report (O-8844)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, the following actions be taken with respect to the White Oak-Dingman Secondary Plan:

a) the staff report dated March 18, 2019 entitled "White Oak-Dingman Secondary Plan - Update Report" BE RECEIVED for information; and,

b) the White Oak-Dingman Secondary Plan project BE DEFERRED until sufficient information is made available through Phase 2 of the Dingman Creek Environmental Assessment to delineate a developable land area;

it being noted that the limits of the Dingman Creek flood plain are currently being reviewed and updated by the Upper Thames River Conservation Authority, and this review will inform the Dingman Creek Environmental Assessment; and,

it being further noted that the White Oak-Dingman Secondary Plan area is identified as part of the second phase of the Dingman Creek Environmental Assessment (EA), which will address the flood plain limit and potential mitigation measures related to the flood plain. (2019-D09)

Motion Passed

7. (2.6) Update on Response to Provincial Consultation in "Increasing Housing Supply in Ontario"

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, the staff report dated March 18, 2019 entitled "Update on Response to Provincial Consultation on "Increasing Housing Supply in Ontario" BE RECEIVED for information. (2019-S11)

Motion Passed

8. (2.8) Application - Part Lot Control - 1245 Michael Street (Blocks 2, 4, and 5 Plan 33M-745) (Relates to Bill No. 123)

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, based on the application by Wastell Builders (London) Inc., the proposed by-law appended to the staff report dated March 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019 to exempt Blocks 3, 4 and 5, Registered Plan 33M-745, from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act*, for a period not exceeding three (3) years. (2019-D09)

Motion Passed

9. (2.9) Application - 2688 Asima Drive (P-9008) (Relates to Bill No. 124)

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, with respect to the application by Rockwood Homes, the proposed by-law appended to the staff report dated March 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019 to exempt Block 56, Plan 33M-699, from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act*, for a period not exceeding three (3) years. (2019-D09)

Motion Passed

10. (2.10) Application - 131 King Street (H-9033) (Relates to Bill No. 134)

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, the following action be taken with respect to the application by 131 King West Inc., relating to the property located at 131 King Street, the proposed by-law appended to the staff report dated March 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Downtown Area Special Provision Bonus (h-18*DA1(6)*D350*B-53) Zone TO a Downtown Area Special Provision Bonus (DA1(6)*D350*B-53) Zone to remove the “h-18” holding provision. (2019-D09)

Motion Passed

11. (2.12) Building Division Monthly Report for January 2019

Motion made by: A. Hopkins

That the Building Division Monthly Report for the month of January, 2019 BE RECEIVED for information. (2019-A23)

Motion Passed

12. (2.7) 2017 State of the Downtown Report

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the 2017 State of the Downtown Report, appended to the staff report dated March 18, 2019 as Appendix “A” BE RECEIVED for information. (2019-D19)

Motion Passed

13. (2.11) Upper Thames River Conservancy Authority - Dingman Creek Subwatershed Screening Area Mapping Update

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the staff report dated March 18, 2019 entitled "Upper Thames River Conservation Authority Dingman Creek Subwatershed Screening Area Mapping - update" BE RECEIVED for information; it being noted that the Planning and Environment Committee heard the ~~attached~~ presentation from T. Annett, Manager, Environmental Planning & Regulations, Upper Thames River Conservation Authority, with respect to this matter. (2019-E09)

Motion Passed

14. (3.1) Application - 555 Wellington Road (Z-8990) (Relates to Bill No. 135)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Werger Realty Limited, relating to the property located at 555 Wellington Road, the proposed by-law appended to the staff report dated March 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Associated Shopping Area (ASA1) Zone, TO an Associated Shopping Area Special Provision (ASA1/ASA3(_)) 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 recommended amendment is consistent with the Provincial Policy Statement 2014;
- the recommended amendment conforms to the City of London Official Plan policies and the permitted uses policies of the Rapid Transit Corridor Place Type in The London Plan;
- the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to effectively utilize the existing building; and,
- the existing built form and on-site parking is capable of supporting the requested office type uses without resulting in any negative impacts on the abutting lands. (2019-D09)

Motion Passed

15. (3.2) Request to Repeal Heritage Designating By-law No. L.S.P. - 3227-417 - 429 William Street

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the request to repeal heritage designating By-law No. L.S.P.-3227-417 for the property located at 429 William Street BE REFUSED and that notice of this decision BE GIVEN to the property owners and to the Ontario Heritage Trust;

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

- a communication dated March 11, 2019 from J. Grainger, President, London Region Branch, Architectural Conservancy of Ontario; and,

- a communication dated March 12, 2019 from D. Fuller, 429 William Street;

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. (2019-R01)

Motion Passed

16. (3.3) Demolition Request for Heritage Listed Property - 1588 Clarke Road

Motion made by: A. Hopkins

That, on the recommendation of the Heritage Planner, Development Services, the following actions be taken with respect to the request for the demolition of the barn on the heritage listed property located at 1588 Clarke Road:

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

b) the property owner BE REQUESTED to commemorate the historic contributions of the Tackabury family in the future development of this property;

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. (2019-R01)

Motion Passed

17. (4.1) 2nd Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 2nd Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on February 21, 2019:

a) the Civic Administration BE ADVISED that the Environmental and Ecological Planning Advisory Committee (EEPAC) agrees, in principle, only with the Springbank Dam Environmental Assessment for the preferred solution of the partial decommissioning of the Springbank Dam pending the EEPAC review of the completed Environmental Impact Study and accompanying documentation including the hydrogeological assessment contained in the River Characterization Study and the Natural Heritage Setting Study; it being noted that the EEPAC has reviewed the draft Environmental Impact Statement and has met with Civic Administration to discuss this matter;

b) the revised Working Group comments appended to the 3rd Report of the Environmental and Ecological Planning Advisory Committee relating to the Thames Valley Parkway North Branch Connection BE FORWARDED to the Civic Administration for consideration; and,

c) clauses 1.1, 2.1, 3.1 to 3.5, inclusive, 4.1, 4.2, 5.1 to 5.8, inclusive, 6.1 and 6.2, BE RECEIVED for information.

Motion Passed

18. (4.2) Draft Lambeth Area Community Improvement Plan

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 draft Lambeth Area Community Improvement Plan (CIP):

a) the draft Lambeth Area Community Improvement Plan appended to the staff report dated March 18, 2019 BE RECEIVED AND BE CIRCULATED for public review and comment to the Lambeth Community Association, the Lambeth B2B Group, the Lambeth Citizens' Recreation Council, the London Transit Commission, the Upper Thames River Conservation Authority, the London Police Service, the Westminster Township Historical Society, Lambeth & Community Harvest Festival, the London Small Business Centre, the Urban League of London, all City advisory committees and stakeholders who have participated in the process to date, posted on the City's Get Involved website; and,

b) based on the feedback received through the circulation process, the final Lambeth Community Improvement Plan and any associated Community Improvement Plan By-law(s) and Official Plan amendment(s) BE PRESENTED at a future meeting of the Planning and Environment Committee for consideration and approval. (2019-D09)

Motion Passed

19. (5.1) Deferred Matters List

Motion made by: A. Hopkins

That the Managing Director, Planning and City Planner and the Managing Director, Development and Compliance Services & Chief Building Official BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Motion Passed

20. (5.2) 4th Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

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 13, 2019:

a) clause 2.2 of the 4th Report of the London Advisory Committee on Heritage BE RECEIVED; it being noted that clause 2.2 reads as follows:

"the Civic Administration BE REQUESTED to bring the Heritage Alteration Permit application, with respect to the property located at 195 Dundas Street, to a future meeting of the London Advisory Committee on Heritage (LACH) and include a Heritage Impact Statement and factual drawings of existing and new building streetscape elevations from Dundas Street, for the LACH to review; it being noted that the attached presentation from M. Tomazincic, Manager - Current Planning and M. Pease, Manager, Development Planning, and a verbal delegation from G. Priamo, Zelinka Priamo Ltd., 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 following actions be taken with respect to a request to repeal heritage designating By-law No. L.S.P.-3227-417, for the property located at 429 William Street, by David and Martine Fuller:

i) the request to repeal the heritage designating by-law No. L.S.P.-3227-417, for the property located at 429 William Street BE REFUSED; and,

ii) notice of the decision in part i), above, BE GIVEN to the property owners and to the Ontario Heritage Trust;

it being noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from K. Gowan, Heritage Planner, was received with respect to this matter;

c) the following actions be taken with respect to the Stewardship Sub-Committee Report, from its meeting held on February 27, 2019:

i) the London Advisory Committee on Heritage recommends that the property located at 982 Princess Avenue (Orange Crush Bottling Building) BE ADDED to the Register (Inventory of Heritage Resources), with the following description of the property:

982 Princess Avenue

The Orange Crush Bottling Building (built 1923) is a structure of sharply limited historical interest, but significant architectural charms. The building was constructed with a single storey factory floor stretching through the block from Princess Avenue to Elias Street, while a brick, two-storey office block was constructed facing Princess Avenue. The arcade of five brick arches and the slight setback from the street enliven an otherwise residential stretch of Princess Avenue, while at the same time respecting its residential neighbours. The chimney attached to the structure is also of interest; and,

ii) the remainder of the above-noted Stewardship Sub-Committee report, BE RECEIVED;

d) the following actions be taken with respect to a request for the demolition of the barn on the heritage listed property located at 1588 Clarke Road:

i) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the barn on the above-noted property; and,

ii) the house located on the above-noted property BE REFERRED to the Stewardship Sub-Committee to conduct research into a possible association with the Underground Railroad;

it being noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from L. Dent, Heritage Planner, was received with respect to this matter;

e) 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 construct two pocket parks within the Bishop Hellmuth Heritage Conservation District BE PERMITTED, as submitted in the drawings appended to the staff report dated March 13, 2019, with the terms and conditions that commercial advertisement within the pocket parks be prohibited; 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;

f) clauses 1.1, 2.1, 3.1 to 3.4, inclusive, and 5.3, BE RECEIVED for information.

Motion Passed

21. (5.3) 195 Dundas Street

Motion made by: A. Hopkins

That the application made under Section 42 of the Ontario Heritage Act to construct a new apartment building and associated site development on the property located at 195 Dundas Street, within the Downtown Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the presentation on the 4th Report of the London Advisory Committee on Heritage, subject to the following terms and conditions:

a) the Manager of Development Planning be circulated on the applicant’s Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit; and,

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

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): S. Turner

Motion Passed (14 to 1)

8.2 4th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 4th Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 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. (2.1) 1st Report of the Town and Gown Advisory Committee

Motion made by: M. Cassidy

That the 1st Report of the Town and Gown Committee, from its meeting held on March 6, 2019, BE RECEIVED.

Motion Passed

3. (2.2) 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 28, 2019, BE RECEIVED.

Motion Passed

4. (2.3) 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: M. Cassidy

That the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on February 21, 2019, BE RECEIVED.

Motion Passed

5. (2.4) 2019-2022 Service Accountability Agreement between The Corporation of London (Dearness Home) and The South West Local Health Integration Network (LHIN) (Relates to Bill No. 108)

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, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, to:

a) approve the Long-Term Care Home Service Accountability Agreement, as appended to the above-noted by-law, for the period April 1, 2019 to March 31, 2022, 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. (2019-S02)

Motion Passed

6. (2.5) 2019-2022 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. 109)

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, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, to:

a) approve the 2019-2022 Multi-Sector Accountability Agreement (M-SAA), as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and the South West Local Health Integration Network, for the provision of funding with respect to the Adult Day Program; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S02)

Motion Passed

7. (2.7) Grand Theatre Grant Agreement 2019-2023 (Relates to Bill No. 111)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated March 19, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, to:

a) approve the Grant Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the Grand Theatre, setting out the terms and conditions of the City’s grant of funds to the Grand Theatre (2019-2023) in the annual amount of $500,000;

b) delegate authority to the Division Manager, Culture, Special Events and Sport Services and the Manager of Culture, to act as the City Representative for the purposes of the above-noted Agreement; and,

c) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-F11A)

Motion Passed

8. (2.8) By-law and Agreement with London Transit Commission - Reduced Fare for Seniors Bus Trips (Relates to Bill No. 126)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the proposed by-law, as appended to the staff report dated March 19, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, to:

a) enact an arrangement, to be entered into with the London Transit Commission, effective April 1, 2019, to provide transportation at reduced rates to those residents of the geographic area of the City of London who are 65 years of age or older, subject to the conditions as identified in Appendix A of the proposed by-law;

b) approve and authorize the Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the London Transit Commission, with respect to reduced fare for bus transportation for individuals 65 years of age and over, commencing April 1, 2019 and the provision of a grant by the City of London to the London Transit Commission for such purpose; and,

c) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-T03)

Motion Passed

9. (2.6) The London Arts Council Agreement 2019-2023 (Relates to Bill No. 110)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated March 19, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, to:

a) to approve the Purchase of Service Agreement, as appended to the above-noted by-law, to be entered into between the London Arts Council and The Corporation of the City of London regarding the operation and administration of the Community Arts Investment Program (CAIP) and other arts and cultural services as set out in the above-noted Agreement; and,

(b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-L04A)

Motion Passed

10. (4.1) Request for Dedication of Fire Station #4 - 870 Colborne Street - In Memory of Deputy Chief W. Peter Harding

Motion made by: M. Cassidy

That the request to dedicate Fire Station #4, located at 870 Colborne Street, in memory of Deputy Chief W. Peter Harding, BE APPROVED. (2019-R01)

Motion Passed

11. (4.2) 2nd Report of the Community Safety & Crime Prevention Advisory Committee Report

Motion made by: M. Cassidy

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 28, 2019:

a) the Municipal Council BE REQUESTED to adopt the recommendations in the Middlesex-London Community Drug and Alcohol Strategy: A Foundation For Action, September, 2018; it being noted that the Community Safety and Crime Prevention Advisory Committee heard a verbal presentation from Dr. C. Mackie, Medical Officer of Health and Chief Executive Officer, Middlesex-London Health Unit, with respect to the Informed Response project;

b) L. Norman, Chair, Community Safety and Crime Prevention Advisory Committee and L. Steel, Chair, 2019 Community Safety Week, BE ALLOWED to prepare letters to the Mayor, the London Police Service, the London Fire Department, the London Middlesex EMS, the Thames Valley District School Board and the London District Catholic School Board, asking to have representatives of their organizations attend events during the 2019 Community Safety Week; it being noted that the 2019 Community Safety Week is being held during Emergency Preparedness Week in May, 2019; and,

c) clauses 1.1, 2.2, 2.3, 3.1 and 5.1, BE RECEIVED.

Motion Passed

12. (4.3) 3rd Report of the Animal Welfare Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 3rd Report of the Animal Welfare Advisory Committee, from its meeting held on March 7, 2019:

a) the following actions be taken with respect to the Animal Welfare Advisory Committee Work Plan:

i) the ~~attached~~ 2019 Work Plan for the Animal Welfare Advisory Committee BE APPROVED; and,

ii) the ~~attached~~ 2018 Animal Welfare Advisory Committee Work Plan Summary BE RECEIVED;

b) the following amendments to the Animal Welfare Advisory Committee Terms of Reference BE REFERRED to the comprehensive Advisory Committee review that is currently being undertaken:

i) amending the Voting Resource Group to read:

A) One representative from each of the following three specific organizations:

aa) deleting “Animal Rescue Group”;

bb) deleting “Wildlife Rehabilitation Naturalist”; and

cc) adding “Pound Service Provider”;

B) under One representative from each of the following general categories:

aa) deleting “Wildlife rehabilitation including naturalists with either educational credentials or active involvement with wildlife through an organization”; and,

bb) deleting “Pet Shop Owner”;

cc) increasing the “Members at Large” from 10 to 12;

dd) adding “Prior and/or current experience related to wildlife rehabilitation, conservation and wildlife biology”

ii) amending “Qualifications” as follows:

Members shall be chosen for their special expertise, experience, dedication and commitment to the mandate of the Committee. Interested candidates will have the necessary membership, experience, credentials and interest relative to the organization or category that they represent, including, but not limited to

· a range of background experience ~~operating a domestic animal kennel~~, a veterinarian clinic, animal rescue program, ~~breeding operation or pet supply store~~;

· ~~regard for the interest of all citizens, respecting that there are very diverse views on animal welfare~~; and,

c) clauses 1.1, 3.1, 4.1 and 5.1, BE RECEIVED.

Motion Passed

13. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at March 11, 2019, BE RECEIVED.

Motion Passed

8.3 7th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 7th Report of the Corporate Services Committee BE APPROVED, with the exception of Items 2 (2.1), 12 (2.3), 13 (2.4), 14 (2.6) and 16 (4.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

3. (2.2) Implementation - Modernizing Ontario's Municipal Legislation Act, 2017 (Relates to Bill No.'s 117, 118, 119, 120, 121 and 122)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, with the concurrence of the City Manager and the Managing Director, Corporate Services and City Solicitor, the following actions be taken with respect to the introduction of policies and procedures to implement amendments to the Municipal Act, 2001 and the Municipal Conflict of Interest Act as set out in the Modernizing Ontario's Municipal Legislation Act, 2017:

a) the proposed by-law appended to the staff report dated March 19, 2019 as Appendix "A" being "A by-law to repeal and replace By-law No. CPOL.-69-301, as amended, being a By-law entitled "Code of Conduct for Members of Council" and replace it with a new Council policy entitled "Code of Conduct for Members of Council" to incorporate regulations resulting from recent amendments to the Municipal Act, 2001 and the Municipal Conflict of Interest Act" BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019;

b) the proposed by-law appended to the staff report dated March 19, 2019 as Appendix "B" being "A by-law to enact a new Council policy entitled "Code of Conduct for Local Boards" to implement recent amendments to the Municipal Act, 2001 and the Municipal Conflict of Interest Act" requiring a municipality to establish codes of conduct for local boards BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019;

c) the proposed by-law appended to the staff report dated March 19, 2019 as Appendix "C" being "A by-law to enact a Council Policy entitled "The Corporation of the City of London Integrity Commissioner Terms of Reference" to provide for a revised Terms of Reference to address recent amendments to the Municipal Act, 2001 and the Municipal Conflict of Interest Act" BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019;

d) the proposed by-law appended to the staff report dated March 19, 2019 as Appendix "D" being "A by-law to enact a new Council policy entitled "Members of Council Public Registry Declaration of Interest" to implement recent amendments to the Municipal Conflict of Interest Act" requiring Members of Council to submit written statements regarding disclosure of interests and the creation of a registry of written statements to be available for public inspection BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019;

e) the proposed by-law appended to the staff report dated March 19, 2019 as Appendix “E” being “A by-law to enact a new Council policy entitled “Public Registry Declaration of Interest for Local Boards” to implement recent amendments to the Municipal Conflict of Interest Act” requiring Members of Local Boards to submit written statements regarding disclosure of interests and the creation of a registry of written statements to be available for public inspection BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019; and

f) the proposed by-law appended to the staff report dated March 19, 2019 as Appendix “F” being “A by-law to enact a new Council policy entitled “Members of Council – Absence – Pregnancy or Parental Leave” to establish a process to recognize a Member of Council’s ability to take pregnancy and parental leave without a Council motion resulting from recent amendments to the Municipal Act, 2001 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019.

Motion Passed

4. (2.5) City of London Days at Budweiser Gardens - Senior Prom Date Change

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the City of London Day at the Budweiser Gardens for the Day 2 Knight/Meals on Wheels London Senior Prom, originally approved by the Municipal Council to be held on Thursday, October 3, 2019, BE RESCHEDULED to Thursday, October 10, 2019, at the request of the Day 2 Knight/Meals on Wheels London and the Budweiser Gardens.

Motion Passed

5. (2.7) Single-Source Procurement: Microfiche Digitization Mes Hybrid (Relates to Bill No. 112)

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the single-source procurement for microfiche digitization:

a) the price of $275,000 (HST excluded) negotiated with MES Hybrid Document Systems for the provision of one year of digital scanning services BE ACCEPTED on a Single Source basis in accordance with sections 14.4 (d) and (e) of the Procurement of Goods and Services Policy;

b) the proposed by-law appended to the revised staff report dated March 19, 2019 as Appendix ‘B’ BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019 to:

i) approve an Agreement between The Corporation of the City of London and Hybrid Document Systems Inc., and;

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

c) the Civic Administration BE AUTHORIZED to undertake any additional 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;

e) the financing for this acquisitions BE APPROVED as set out in the Sources of Financing Report appended to the revised staff report dated March 19, 2019 as Appendix 'A'.

Motion Passed

6. (2.8) 2018 Statement of Remuneration and Expenses Elected and Appointed Officials

Motion made by: J. Morgan

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

a) in accordance with Section 284 of the Municipal Act, 2001, the Statements of Remuneration and Expenses for Elected and Appointed Officials, as appended to the staff report dated March 19, 2019, BE RECEIVED for information;

b) in accordance with 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 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 Travel and Business Expenses Policy, the Statement of Travel Expenses for Senior Administration Staff as appended to the staff report dated March 19, 2019, BE RECEIVED for information.

Motion Passed

7. (2.9) Public Sector Salary Disclosure Act Report for Calendar Year 2018

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the staff report dated March 19, 2019 regarding the Public Sector Salary Disclosure Act report for the calendar year 2018, BE RECEIVED for information; it being noted that the Managing Director, Corporate Services and Chief Human Resources Officer, provided a verbal update related to two additions for the 2018 disclosure.

Motion Passed

8. (2.11) Argyle Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy (Relates to Bill No. 113)

Motion made by: J. Morgan

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

a) the Argyle Business Improvement Area proposed 2019 budget submission in the amount of $259,502 BE APPROVED as outlined in Schedule “A” as appended to the staff report dated March 19, 2019;

b) the amount to be raised by The Corporation of the City of London for the 2019 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 $215,000;

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 19, 2019 as Schedule “B” with respect to Municipal Special Levy for the Argyle Business Improvement Area BE INTRODUCED at the Municipal Council meeting on March 26, 2019.

Motion Passed

9. (2.12) Hamilton Road Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy (Relates to Bill No. 114)

Motion made by: J. Morgan

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

a) the Hamilton Road Business Improvement Area proposed 2019 budget submission in the amount of $140,525 BE APPROVED as outlined in Schedule “A” as appended to the staff report dated March 19, 2019;

b) the amount to be raised by The Corporation of the City of London for the 2019 fiscal year for the purposes of the Hamilton Road Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at $70,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b, above, by a levy in accordance with By-law C.P.-1528-486 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 19, 2019 Schedule “B” with respect to Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting on March 26, 2019.

Motion Passed

10. (2.13) Hyde Park Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy (Relates to Bill No. 115)

Motion made by: J. Morgan

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

a) the Hyde Park Business Improvement Area proposed 2019 budget submission in the amount of $361,200 BE APPROVED as outlined in Schedule “A” as appended to the staff report dated March 19, 2019;

b) the amount to be raised by The Corporation of the City of London for the 2019 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 $342,500;

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 19, 2019 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 26, 2019.

Motion Passed

11. (2.14) Old East Village Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy (Relates to Bill No. 116)

Motion made by: J. Morgan

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

a) the Old East Village Business Improvement Area proposed 2019 budget submission in the amount of $205,191 BE APPROVED as outlined in Schedule “A” as appended to the staff report dated March 19, 2019;

b) the amount to be raised by The Corporation of the City of London for the 2019 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 $42,000 (which includes $40,000 for the Municipal Special Levy and an estimated $2,000 for an allowance for levy 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 19, 2019 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 26, 2019.

Motion Passed

15. (2.10) Update #3: Harassment and Discrimination - Third Party Review - Workplace Assessment and Recommendations

Motion made by: J. Morgan

That, on the recommendation of the City Manager and Managing Director, Corporate Services and Chief Human Resources Officer, the following actions be taken:

a) the staff report dated March 19, 2019 and the Workplace Assessment Report from Rubin Thomlinson LLP appended to the staff report as Appendix A BE RECEIVED for information; and

b) the Civic Administration BE DIRECTED to immediately begin development of a “Respectful Workplace Policy” and associated resolution and complaint procedures and provide to the Corporate Services Committee a plan to respond to the balance of the recommendations in Rubin Thomlinson LLP’s Workplace Assessment within three months.

Motion Passed

17. (4.2) Special Meeting of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That pursuant to section 2.6 of the Council Procedure By-law, authorization BE GIVEN for the April 8, 2019 Special Meeting of the Strategic Priorities and Policy Committee be held at the Spencer Hall Conference Centre, 551 Windermere Road, London, Ontario N5X 2T1, commencing at 8 AM for the purpose of educating or training the Members of Council.

Motion Passed

18. (4.3) Association of Municipalities of Ontario (AMO) - Chair, Large Urban Caucus

Motion made by: J. Morgan

That the nomination of Councillor A. Hopkins for appointment as Chair, Large Urban Caucus for the Association of Municipalities of Ontario (AMO) BE ENDORSED by the Municipal Council and in the event that Councillor A. Hopkins is elected to this position that the Councillor BE REIMBURSED by The Corporation of the City of London, outside her annual expense allocation, upon submission of eligible expenses, related to the potential appointment.

Motion Passed

19. (4.4) Amending Hours of Sale of Liquor on Weekend to begin at 9 AM

Motion made by: J. Morgan

That the Attorney General of Ontario and the Alcohol Gaming Commission of Ontario BE REQUESTED to change the permissible hours for licensed establishments in the City of London to sell and serve alcohol on Saturdays and Sundays to commence at 9 AM.

Motion Passed

2. (2.1) 2018 Municipal Election

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the staff report dated March 19, 2019 and entitled “2018 Municipal Election” providing an update with respect to the 2018 Municipal Election, BE RECEIVED for information.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

12. (2.3) Integrity Commissioner

Motion made by: J. Morgan

That on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Solicitor, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

a) the staff report, dated March 19, 2019, entitled “Integrity Commissioner” BE RECEIVED;

b) the City Clerk and the Managing Director, Corporate Services and City Solicitor BE DIRECTED to bring forward a draft Agreement between The Corporation of the City of London and Gregory F. Stewart for the provision of services as The Corporation of the City of London’s and local boards’ Integrity Commissioner for the term ending May 31, 2021, based on the same conditions set out in the current Agreement, for consideration at the April 16, 2019 meeting of the Corporate Services Committee; and

c) the City Clerk BE DIRECTED to bring forward to the April 16, 2019 meeting of the Corporate Services Committee, a proposed by-law to appoint Gregory F. Stewart as the Integrity Commissioner for The Corporation of the City of London and local boards.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): S. Turner

Motion Passed (14 to 1)

13. (2.4) Lobbyist Registrar and Closed Meeting Investigator

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate and Legal Services, City Solicitor, the staff report dated, March 19, 2019, entitled "Lobbyist Registrar and Closed Meeting Investigator", BE RECEIVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

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

Motion Passed (13 to 2)

14. (2.6) Advisory Committee Review - Interim Report

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the following actions be taken with respect to the 2019 appointments to the City of London Advisory Committees (ACs):

a) the Civic Administration, who currently serve as non-voting resources to ACs, BE REQUESTED to assist in the ACs work plan development, based on advice or initiatives that are related to work currently being undertaken by the Civic Administration; and

b) notwithstanding the current Terms of Reference for each Advisory Committee, the current voting member recruitment for the abbreviated term of June 1, 2019 to February 28, 2021 (previously approved by Council), BE CONDUCTED seeking only 'members-at-large' for appointment;

it being noted that an exception will be required for the Accessibility Advisory Committee based on provincial legislation;

it being further noted the Corporate Services Committee received a communication dated March 17, 2019 from Councillor M. van Holst with respect to this matter.

Amendment:

Motion made by: E. Peloza
Seconded by: P. Squire

That item 14 (2.6) be amended by adding the following new parts c) and d):

c) the attached communication dated March 15, 2019 entitled "Enhancing the Effectiveness of Advisory Committees - Executive

Summary" BE REFERRED for consideration during the Advisory Committee review process; and,

d) the Civic Administration BE REQUESTED to meet with the Chairs of the Advisory Commitrees to gain their insight and feedback as part of the Advisory Committee Review process;

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): A. Hopkins

Motion Passed (14 to 1)

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

That Item 14 (2.6), as amended, BE APPROVED.

Item 14 (2.6), as amended, reads as follows:

That, the following actions be taken with respect to the 2019 appointments to the City of London Advisory Committees (ACs):

a) the Civic Administration, who currently serve as non-voting resources to ACs, BE REQUESTED to assist in the ACs work plan development, based on advice or initiatives that are related to work currently being undertaken by the Civic Administration; and

b) notwithstanding the current Terms of Reference for each Advisory Committee, the current voting member recruitment for the abbreviated term of June 1, 2019 to February 28, 2021 (previously approved by Council), BE CONDUCTED seeking only 'members-at-large' for appointment;

c) the attached communication dated March 15, 2019 entitled "Enhancing the Effectiveness of Advisory Committees - Executive Summary" BE REFERRED for consideration during the Advisory Committee review process; and,

d) the Civic Administration BE REQUESTED to meet with the Chairs of the Advisory Committees to gain their insight and feedback as part of the Advisory Committee review process;

it being noted that an exception will be required for the Accessibility Advisory Committee based on provincial legislation;

it being further noted the Corporate Services Committee received a communication dated March 17, 2019 from Councillor M. van Holst with respect to this matter.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): A. Hopkins

Motion Passed (14 to 1)

At 5:43 PM, Councillor S. Lehman leaves the meeting.

16. (4.1) London Downtown Business Association Improvement Area - 2019 Proposed Budget - Municipal Special Levy

That it BE NOTED that the Corporate Services Committee was unable to reach a majority decision with respect to the London Downtown Business Association Improvement Area 2019 Proposed Budget, and pursuant to Section 19.3 of the Council Procedure By-law, the matter is hereby submitted to the Municipal Council for its disposition.

Motion made by: J. Morgan
Seconded by: A. Kayabaga

That the following actions be taken with respect to the 2019 Proposed Budget for the London Downtown Business Association Improvement Area:

a) the staff report dated March 19, 2019 entitled “London Downtown Business Association 2019 Proposed Budget – Municipal Special Levy”, BE RECEIVED;

b) the London Downtown Business Association proposed 2019 budget submission appended as Schedule “A” to the staff report dated March 19, 2019 in the amount of $1,826,490 BE APPROVED;

c) the amount to be raised by The Corporation of the City of London for the 2019 fiscal year for the purposes of the London Downtown Business Association Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at $1,915,390;

d) 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;

e) the proposed by-law appended as Schedule “C” to the staff report dated March 19, 2019 being “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 2019, in accordance with section 208 of the Municipal Act, 2001, BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019; and,

f) the London Downtown Business Association BE REQUESTED to report back to a future meeting of the Corporate Services Committee with respect to the outcome of the governance review being undertaken and the results of any subsequent membership review of the 2019 Budget;

it being noted that the Board of Management may determine if the expenditures budgeted are to be incurred and/or the total expenditures be reallocated, subject to the approval of Municipal Council;

it being further noted that any potential surplus at year end would be available for future spending and/or future levy reduction.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

At 5:52 PM, Councillor S. Lehman enters the meeting.

8.4 5th Report of the Civic Works Committee

Motion made by: P. Squire

That the 5th Report of the Civic Works Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that Councillor J. Helmer disclosed a pecuniary interest in clause 4.1 of this Report, having to do with the History of London's Rapid Transit Initiative, by indicating he is employed by Western University, who may benefit from the replacement/expansion of the University Drive Bridge which is related to the London Rapid Transit Initiative.

Motion Passed

2. (4.1) History of London's Rapid Transit Initiative

Motion made by: P. Squire

That the following actions be taken with respect to London's Rapid Transit Initiative:

a) the staff report dated March 14, 2019, entitled "London's Rapid Transit Initiative", BE RECEIVED; and,

b) the communication dated March 14, 2019 from Councillor S. Hillier, BE RECEIVED; it being noted that the Civic Works Committee received the ~~attached~~ presentation from M. Hayward, City Manager and J. Ramsay, Director Rapid Transit, regarding this matter. (2019-T10)

Motion Passed

8.5 6th Report of the Civic Works Committee

Motion made by: P. Squire

That the 6th Report of the Civic Works Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

   Motion made by: P. Squire

   That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Rapid Transit Implementation Working Group

   Motion made by: P. Squire

   That it BE NOTED that the 1st Report of the Rapid Transit Implementation Working Group, from its meeting held on February 21, 2019, was received.

Motion Passed

3. (2.2) 2nd Report of the Transportation Advisory Committee

   Motion made by: P. Squire

   That it BE NOTED that the 2nd Report of the Transportation Advisory Committee, from its meeting held on February 26, 2019, was received.

Motion Passed

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

   Motion made by: P. Squire

   That it BE NOTED that the 3rd Report of the Cycling Advisory Committee, from its meeting held on February 20, 2019, was received.

Motion Passed

5. (2.4) Amendments to the Traffic and Parking By-law (Relates to Bill No. 127)

   Motion made by: P. Squire

   That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law as appended to staff report dated March 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 26, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T08)

Motion Passed

6. (2.5) Appointment of Services for Dingman Creek Surface Water Monitoring Program (ES2452)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of Upper Thames River Conservation Authority (UTRCA) for Surface Water Monitoring of the Dingman Creek Subwatershed:

a) the Upper Thames River Conservation Authority (UTRCA) BE AUTHORIZED to carry out a three year surface water monitoring pilot program in concert with the City of London, in the total amount of $562,075.00, including contingency and excluding HST; it being noted that this program for which the UTRCA offers licenses as well as full services to complete this work as per section 14.4e) and h) of 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 18, 2019;

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

d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and,

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

Motion Passed

7. (2.6) 2019 Renew London Infrastructure Construction Program

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the information report related to the 2019 Renew London Infrastructure Construction Program, dated March 18, 2019, BE RECEIVED for information. (2019-T04)

Motion Passed

8. (2.7) Contract Award: Tender No. RFT 19-03 2019 Infrastructure Renewal Program – Avalon Street Reconstruction Phase 2 Project

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contracts for the 2019 Infrastructure Renewal Program, Avalon Street Reconstruction Phase 2 Project:

a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of $3,498,808.52, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of ten bids received and meets the City's specifications and requirements in all areas;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated March 18, 2019;

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

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT19-03); 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.

Motion Passed

9. (2.8) Mornington Area Storm Drainage Servicing Municipal Class Environmental Assessment : Notice of Completion

Motion made by: P. Squire

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

a) the preferred stormwater management alternative, executive summary as appended to the staff report dated March 18, 2019, BE ACCEPTED in accordance with the Schedule B Municipal Class Environmental Assessment process requirements;

b) notice of Completion BE FILED with the Municipal Clerk; and,

c) the Municipal Class Environmental Assessment Schedule B Project File for the Mornington Area Storm Drainage Servicing, BE PLACED on public record for a 30-day review period.

Motion Passed

10. (2.10) Toilets are Not Garbage Cans Sticker Initiative

Motion made by: P. Squire

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the “Toilets Are Not Garbage Cans” sticker initiative BE CONTINUED as a voluntary program rather than a required program at all City of London facilities; it being noted that the Advisory Committee on the Environment had requested that the program be mandatory.

Motion Passed

11. (2.11) Contract Award: 2019 Watermain Cleaning and Structural Lining Tender No. 16-105

Motion made by: P. Squire

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the 2019 Watermain Cleaning and Structural Lining Project:

a) the bid submitted by Aquarehab (Canada) Inc., 2145 Michelin Street, Laval, Quebec, Canada, Drive, H7L 5B8, at its tendered price of $6,659,520.48 (excluding H.S.T.), for the 2019 Watermain Cleaning and Structural Lining program, BE ACCEPTED; it being noted that this is the third year of a three year contract submitted by Aquarehab (Canada) Inc. and where unit prices were carried over from the original tendered contract plus a four percent increase as stipulated in the original contract, and the original bid submitted by Aquarehab (Canada) Inc. in 2017 was the lower of two bids received; it being further noted that the City of London has the sole discretion to renew the contract based on price and performance;

b) the financing for this project BE APPROVED as set out in the Sources of Financing as appended to the staff report dated March 18, 2019;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender 16-105); 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. (2019-E08)

Motion Passed

12. (2.12) Single Source 19-05 Tree Pruning and Removal Services

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of Tree Pruning and Removal Services:

a) approval hereby BE GIVEN to award a three year contract, with two additional option years, for Tree Pruning and Removal Services to Davey Tree Expert Co. of Canada, Limited, 500 – 611 Tradewind Drive, Ancaster, Ontario, L9G 4V5;

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

c) the approval BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with Davey Tree Expert Co. of Canada, Limited to the satisfaction of the

Manager of Purchasing and Supply and the Managing Director, Environmental and Engineering Services and City Engineer;

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; and

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

Motion Passed

13. (2.13) Contract Award: Tender No. 19-23 Arterial Road Rehabilitation Project Contract No. 1

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of a contract for the 2019 Arterial Road Rehabilitation Project Contract No. 1:

a) the bid submitted by Coco Paving Inc. (London), at its submitted tendered price of $4,571,000.00 (excluding H.S.T.), for said project BE ACCEPTED; it being noted that the bid submitted by Coco Paving Inc. (London) was the lowest of two (2) bids received and meets the City's specifications and requirements in all areas;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated March 18, 2019;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 19-23); 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.(2019-T04)

Motion Passed

14. (2.15) Highbury Avenue Noise Study and Review of Local Improvement Noise Barrier Policies and Procedures

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Highbury Avenue Noise Study:

a) the Environmental and Engineering Services Administrative Practices and Procedures for Noise Attenuation Barriers (Local Improvements) BE AMENDED based on the recommendations presented as appended to the staff report dated March 18, 2019;

b) the Local Improvement process changes BE COMMUNICATED to property owners previously contacted; and

c) no further action BE TAKEN with respect to noise attenuation west of Highbury Avenue South, unless a valid noise wall petition is received from property owners;

it being noted that the Civic Works Committee reviewed and received a petition signed by approximately 84 individuals with respect to this matter. (2019-T08)

Motion Passed

15. (2.9) Blue Communities Program Feasibility

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the report dated March 18, 2019 with respect to the Council of Canadians' Blue Communities Project and its application to the City of London BE RECEIVED for information. (2019-E08)

Motion Passed

16. (2.14) Appointment of Consulting Engineer for the Detailed Design & Tendering of the Churchill Avenue Infrastructure Renewal Project

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Churchill Avenue Reconstruction Project:

a) Dillon Consulting Limited BE APPOINTED Consulting Engineers for the detailed design and tendering for the project at an upset amount of $453,200.00 (excluding HST) in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated March 18, 2019;

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.(2019-E01)

Motion Passed

17. (3.1) Proposed Water By-law (W-8) and Wastewater & Stormwater By-law (W-28) Amendments (Relates to Bill No.s 131 and 132)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Water By-law (W-8) and the Wastewater and Stormwater By-law (WM-28):

a) the ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council Meeting on March 26, 2019 to amend the existing Water By-law (W-8) “Regulation of Water Supply in the City of London”;

b) the proposed by-law as appended to the staff report dated March 18, 2019 BE INTRODUCED at the Municipal Council Meeting on March 26, 2019 to amend the existing Wastewater and Stormwater By-law (WM-28) “Regulation of Wastewater and Stormwater Drainage Systems in the City of London”; and

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these matters. (2019-E08)

Motion Passed

18. (4.1) Stopping and Parking in Dedicated Bicycle Lanes

Motion made by: P. Squire

That the following actions be taken with respect to stopping and parking in dedicated bicycles lanes:

a) the Civic Administration BE REQUESTED to report back to the Civic Works Committee with respect to improved enforcement options related to the prohibition of stopping and parking in bicycle lanes;

b) the Civic Administration BE REQUESTED to report back to the Civic Works Committee with respect to the status of dedicated cycling lanes where there are no stopping zones, no parking zones and which cycling lanes have neither restrictions.

Motion Passed

19. (5.1) Deferred Matters List

Motion made by: P. Squire

That it BE NOTED that the Deferred Matters List as amended, be received.

Motion Passed

9. Added Reports

9.2 8th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 8th Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

9.2 8th Report of the Strategic Priorities and Policy Committee

1. Disclosures of Pecuniary Interest

That it be noted that the following pecuniary interests were disclosed:

a) Councillor J. Morgan discloses a pecuniary interest in item 3.1, specifically related to project 4 - North Connection, by indicating that this has a direct financial impact for his employer, Western University;

b) Councillor J. Helmer discloses a pecuniary interest in item 3.1, specifically related to project 4 - North Connection, by indicating that his employer is Western University;

c) Councillor S. Lehman advises that he is currently in consultation with the Integrity Commissioner as to whether he has a pecuniary interest in item 3.1, specifically related to project 4 - North Connection, and will confirm any pecuniary interest as appropriate; and,

d) Councillor S. Turner advises that he is currently in consultation with the Integrity Commissioner as to whether he has a pecuniary interest in item 3.1, specifically related to project 2 - Wellington Road Gateway, and will confirm any pecuniary interest as appropriate.

2. (3.1) Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List for Consideration

That on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the list of potential projects described on the staff report dated March 20, 2019 and the Additional Appendix BE CONSIDERED for the purposes of establishing an approved list that is within London's identified allocation and would be eligible for funding under the Public Transit Stream of the Federal Investing in Canada Infrastructure Program;

it being noted that the Strategic Priorities and Policy Committee heard the ~~attached~~ presentation from the Director Water and Wastewater and the Director - Roads and Transportation, with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

a communication dated February 20, 2019 from Dale G. Henderson;
a communication from Helen Riordon;
a communication dated March 10, 2019 from Conrad K. Odegaard;
a communication dated March 10, 2019 from Pastor Willemina L. Zwart;

a communication dated March 9, 2019 from Paul Fitzgeorge, President Board of Directors, Zerin Development Corporation;
a communication dated March 12, 2019 from the Honourable Jeff Yurek;
a communication dated March 14, 2019 from Rob Hueniken;
a communication dated March 14, 2019 from Jonathan De Souza;
a communication dated March 14, 2019 from Abe Oudshoorn, Assistant Professor, Arthur Labatt Family School of Nursing, Western University;
a communication dated March 15, 2019 from Marci Allen-Easton;
a revised communication from Helen Riordon;
a communication dated March 16, 2019 from Chris Butler;
a communication dated March 17, 2019 from Dean Sheppard;
a communication dated March 17, 2019 from Matthew Rowlinson;
a communication dated March 18, 2019 from Claire Mortera;
a communication dated March 18, 2019 from Dr. Marco A.M. Prado, Scientist, Robarts Research Institute;
a communication dated March 18, 2019 from Jarad Fisher;
a communication dated March 18, 2019 from Kyle Gyurics;
a communication dated March 18, 2019 from Mike Bloxam;
a communication dated March 18, 2019 from Ali Soufan, President, York Developments;
a communication dated March 18, 2019 from Jorn Diedrichsen;
a communication dated March 18, 2019 from Liane Fisher Bloxam;
a communication dated March 18, 2019 from Ivo and Patricia Dlouhy;
a communication dated March 18, 2019 from Marieke Mur;
a communication dated March 18, 2019 from Daniel Hall, Executive Director, Cycle Link;
a communication dated March 18, 2019 from Ben Cowie, London Bicycle Café;
a communication dated March 19, 2019 from Scott MacDougall-Shackleton;
a communication dated March 19, 2019 from Shelley Carr;
a communication dated March 19, 2019 from Dr. Elizabeth MacDougall-Shackleton, Associate Professor, Biology, University of Western Ontario;
a communication dated March 19, 2019 from John Deeks, Knowledge Mobilization & Impact Manager, BrainsCAN;
a communication dated March 19, 2019 from Maria Drangova, Board Chair and Jennifer Pastorius, General Manager, Old East Village BIA;
a communication dated March 18, 2019 from Ben Lansink, Real Estate Appraiser & Consultant; and
a communication from Cedrick Richards;

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

9.3 8th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 8th Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

   Motion made by: J. Morgan

   That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2019 Debenture Issuance Update

   Motion made by: J. Morgan

   That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken:

   a) the issuance of serial debentures for a total of $49,380,000 BE APPROVED; it being noted the average all-in rate is 2.655% over a 10-year term; and

   b) the proposed by-law appended to the staff report dated March 25, 2019 BE INTRODUCED at the Municipal Council meeting on March 26, 2019, to authorize the borrowing upon serial debentures in the aggregate principal amount of $49,380,000 towards the cost of certain capital works of The Corporation of the City of London;

   it being noted that the Corporate Services Committee received the ~~attached~~ presentation from M. Khan and K. Martin (RBC), with respect to this matter.

Motion Passed

3. (2.2) Court Security and Prisoner Transportation Program Transfer Payment Agreement

   Motion made by: J. Morgan

   That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated March 25, 2019 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on March 26, 2019 to approve the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transportation Program with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the City of London;
   and to authorize the Mayor and the City Clerk to execute the Agreement.

Motion Passed

9.4 9th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 9th Report of the Strategic Priorities and Policy Committee BE APPROVED, with the exception of Item 4 (4.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

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

a) Councillor S. Turner discloses a pecuniary interest in Item 4.1, Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specific to the Wellington Road Gateway project, by indicating that he owns property within 500 metres of a proposed Rapid Transit stop;

b) Councillor J. Morgan discloses a pecuniary interest in Item 4.1, Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specific to the North Connection, by indicating that the project has a direct financial impact on his employer, Western University; and,

c) Councillor J. Helmer discloses a pecuniary interest in Item 4.1, Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List For Consideration, specific to the North Connection, by indicating that the project has a direct financial impact on Western University where he is employed as a graduate teaching assistant.

Motion Passed

2. (3.1) 2019 Development Charges Covering Report and Proposed By-law

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, with the concurrence of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the 2019 Development Charges Background Study and the proposed 2019 Development Charges By-law, as appended to the staff report dated March 25, 2019, BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received the attached presentation from the Director, Development Finance, with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter the individuals indicated on the ~~attached~~ public participation meeting record made submissions regarding this matter.

Motion Passed

3. (3.2) Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

Motion made by: J. Helmer

That the following actions be taken with respect to the Council's Strategic Plan 2019-2023:

a) the staff report dated March 25, 2019 entitled "Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates" BE REFERRED to a special meeting of the Strategic Priorities and Policy Committee to be held on Monday, April 1, 2019 commencing at 4:00 PM;

b) the Civic Administration BE DIRECTED to consult and seek input from the broader community and with those individuals and organizations that are working to eliminate gender-based violence in London with respect to the communication received from the London Abused Women's Centre and report back to the April 8, 2019 meeting of Strategic Priorities and Policy Committee with the outcome of the above-noted consultation;

c) the Civic Administration BE DIRECTED to provide a brief history of the Back to the River Project at the April 8, 2019 meeting of the Strategic Priorities and Policy Committee; and,

d) the London Community Foundation BE GRANTED delegation status at the April 8, 2019 meeting of the Strategic Priorities and Policy Committee to speak to the Back to the River Project;

it being noted that the Strategic Priorities and Policy Committee received the following communications regarding this matter:

· a letter from Anova dated March 20, 2019

· a communication from London Abused Women's Centre

· a letter from the London Community Foundation requesting delegation status

Motion Passed

4. (4.1) Investing in Canada Infrastructure Program Public Transit Stream Transportation Projects for Submission

That the following actions be taken with respect to the Public Transit Stream of the Federal Infrastructure Program:

a) the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission(s) with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes the following projects:

i) Project 1. The Downtown Loop

ii) Project 2. Wellington Road Gateway

iii) Project 3. East London Link

iv) Project 6. Intelligent Traffic Signals (TIMMS)

v) Project 7. Expansion Buses

vi) Project 9. Bus Stop Amenities

vii) Project 12. Adelaide Street Underpass Active Transportation Connections

viii) Project 14. Dundas Place Thames Valley Parkway Active Transportation Connection

ix) Project 15. Dundas Street Old East Village Streetscape Improvements;

x) Project 16. Oxford Street / Wharncliffe Road Intersection Improvements;

b) the following additional actions be taken with respect to item a) iii), above, the East London Link:

i) the London Transit Commission BE THANKED for implementing a new express bus service to Argyle Mall, Route 94, to start in Fall 2019; and;

ii) the London Transit Commission BE REQUESTED to consider the following as priorities in its 5-year service plan:

A. maintaining a direct, frequent bus connection between Argyle Mall and the Dundas and Highbury transit node;

B. implementing an express bus connection between Argyle Mall and Fanshawe College, to coincide with implementation of the East London Link;

C. improving the frequency of the Route 36, which serves the airport and industrial employers, to one bus every 15 minutes during peak periods;

D. improving the frequency of the Route 94 to one bus every 15 minutes during peak periods; and,

E. accelerating implementation of alternative service delivery in the industrial employment zones identified in the London Transit Commission's 5-year service plan, to better connect Londoners to jobs in East and South London;

c) consideration of the following remaining proposed projects BE REFERRED to a future meeting:

i) Project 8. On-Board Information Screens

ii) Project 10. Pedestrian Street Connectivity Improvements to the Transit Network

iii) Project 11. New Sidewalks

iv) Project 13. Active Transportation Improvements across Transit Route Bridges

v) Project 17. Cycling Routes Connecting to Downtown Transit

vi) Project 18. Cycling Routes Connecting to Transit throughout the City, and

vii) Project 19. Enhanced Bike Parking; and,

d) the staff report dated March 25, 2019, and the communications included on the Added Agenda from R. Graham, B. Biro and R. Moretti, with respect to this matter BE RECEIVED;

it being noted that the ~~attached~~ presentation, Benefit/Cost Ratios Information and Source of Financing information was provided to the committee.

Motion made by: J. Helmer

That Item 4.1 a) i) Project 1. Downtown Loop BE APPROVED.

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (5): M. van Holst, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (10 to 5)

Motion made by: J. Helmer

That Item 4.1 a) ii) Project 2. Wellington Road Gateway BE APPROVED.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (4): M. van Holst, P. Squire, P. Van Meerbergen, and S. Hillier

Motion Passed (11 to 4)

Amendment:

Motion made by: S. Turner
Seconded by: M. Cassidy

That pursuant to section 13.2 of the Council Procedure By-law that consideration of Item 4.1 a) ii) Project 2. Wellington Road Gateway BE RECONSIDERED due to a voting error.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, and A. Kayabaga

Nays: (1): S. Hillier

Recuse: (1): S. Turner

Motion Passed (13 to 1)

Motion made by: J. Helmer

That Item 4.1a) ii) Project 2. Wellington Road Gateway BE APPROVED.

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, and A. Kayabaga

Nays: (4): M. van Holst, P. Squire, P. Van Meerbergen, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (10 to 4)

Motion made by: J. Helmer

That Item 4.1 a) iii) Project 3. East London Link BE APPROVED.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (4): M. van Holst, P. Squire, P. Van Meerbergen, and S. Hillier

Motion Passed (11 to 4)

Motion made by: J. Helmer

That Item 4.1 b) BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

That Item 4.1 a) iv), v), vi), vii) and x) BE APPROVED:

iv) Project 6. Intelligent Traffic Signals (TIMMS)

v) Project 7. Expansion Buses;

vi) Project 9. Bus Stop Amenities;

vii) Project 12. Adelaide Street Underpass Active Transportation Connections

x) Project 16. Oxford Street / Wharncliffe Road Intersection Improvements;

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

That Item 4.1 a) viii) and ix) BE APPROVED:

viii) Project 14. Dundas Place Thames Valley Parkway Active Transportation Connection;

ix) Project 15. Dundas Street Old East Village Streetscape Improvements and,

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: J. Helmer

That Item 4.1 c) and d) BE APPROVED:

c) consideration of the following remaining proposed projects BE REFERRED to a future meeting:

i) Project 8. On-Board Information Screens

ii) Project 10. Pedestrian Street Connectivity Improvements to the Transit Network

iii) Project 11. New Sidewalks

iv) Project 13. Active Transportation Improvements across Transit Route Bridges

v) Project 17. Cycling Routes Connecting to Downtown Transit

vi) Project 18. Cycling Routes Connecting to Transit throughout the City, and

vii) Project 19. Enhanced Bike Parking; and,

d) the staff report dated March 25, 2019, and the communications included on the Added Agenda from R. Graham, B. Biro and R. Moretti, with respect to this matter BE RECEIVED;

it being noted that the ~~attached~~ presentation, Benefit/Cost Ratios Information and Source of Financing information was provided to the committee.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (2): P. Squire, and P. Van Meerbergen

Motion Passed (13 to 2)

Amendment:

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

That the Civic Administration BE DIRECTED to report back at a future meeting of the Strategic Priorities and Policy Committee regarding possible options with respect to Project 4. North Connection.

Pursuant to section 11.6 of the Council Procedure By-law, the motion moved by Councillor P. Squire and seconded by Councillor M. van Holst with respect to Project 4. North Connection, is, at the joint request of the mover and seconder and with the consent of the Council, withdrawn.

9.1 7th Report of Council Closed Session

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

1. Offer to Purchase Industrial Lands and Option Agreement for Industrial Lands – Dancor Construction Limited – Part of Block 4, Plan 33M544 – Innovation Park, Phase l

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, with respect to the City owned industrial land located in Innovation Park, Phase I, Part of Block 4 containing an area of approximately 5 acres, located on the east side of Innovation Drive, and being comprised of Part Block 4, Plan 33M-544, as outlined on the sketch attached hereto as Appendix “B”, the Agreement of Purchase and Sale (the “Agreement”) submitted by Dancor Construction Limited (the “Purchaser”) to purchase the subject property from the City, at a purchase price of $350,000.00 (reflecting a sale price of $70,000.00 per acre), attached as Appendix “C” BE ACCEPTED, subject to the following:

a) the Purchaser be allowed sixty (60) days from the date of acceptance of this agreement to examine title at the Purchaser’s own expense;

b) the Purchaser be allowed sixty (60) days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require;

c) the Purchaser be allowed sixty (60) days from the date of acceptance of this Agreement to conduct environmental inspections and investigations of the property;

d) the Purchaser satisfying itself, within sixty (60) days from the acceptance of this Agreement, of the geotechnical condition of the property;

e) the Purchaser shall have sixty (60) days from acceptance to this Agreement to finalize and secure a Lease Agreement with the Purchaser’s tenant satisfactory to the Purchaser in its sole discretion;

f) the Purchaser shall be granted a 5 year Option to Purchase for the remaining northern portion of Block 4, Plan 33M-544 being approximately 7.1 acres (subject to survey) at the price of $70,000 per acre as referenced in Schedule “F” of the Agreement attached in Appendix “C”;

g) the Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property;

h) the Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant; and

the Vendor agrees to provide the Purchaser all documents within possession for the property (being surveys, reports etc.) within five (5) days from the acceptance of this Agreement.

2. Offer to Purchase Industrial Land – 1960946 Ontario Inc. – Part 1, Plan 33R-16368 – Cuddy Industrial Lands

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, with respect to the City owned industrial land located on the east side of Cuddy Boulevard, being part of the Cuddy industrial lands, containing an area of approximately 2.52 acres, being composed of Part 1, Plan 33R-16368, outlined on the sketch attached hereto as Appendix “B”, the offer submitted from Copia Developments under the corporate name 1960946 Ontario Inc. (the “Purchaser”) to purchase the subject property from the City, at a purchase price of $201,600.00 (reflecting a sale price of $80,000.00 per acre), attached hereto as Appendix “C” BE ACCEPTED; subject to the following conditions:

a) the Purchaser be allowed, within thirty (30) days from acceptance of the offer, to examine title at Purchaser’s own expense;

b) the Purchaser be allowed, within thirty (30) days from acceptance of the offer, to carry out soil tests as it might reasonably require;

c) the Purchaser be allowed, within thirty (30) days from acceptance of the offer, to conduct environmental inspections and investigations of the property satisfactory to the Purchaser;

d) the Purchaser be allowed, within thirty (30) days from acceptance of the offer, to carry out geotechnical investigations of the property satisfactory to the Purchaser;

e) the Purchaser be allowed, within thirty (30) days to determine the financial feasibility of the Purchaser's intended use of the property satisfactory to the Purchaser; and

f) the Purchaser acknowledges and accepts the property in an 'as-is' condition.

3. Property Value Protection Plan Agreement – 5435 White Oak Road – W12A Landfill Site

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, with the concurrence of the Managing Director, Environmental and Engineering Services and City Engineer and the Director of Environment, Fleet and Solid Waste, with respect to the property at 5435 White Oak Road, the W12A Landfill Property Value Protection Plan Agreement, attached as Appendix "B", for 5435 White Oak Road BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

At 6:40 PM, Councillor J. Morgan leaves the meeting.

12. Emergent Motions

12.1 (ADDED) Emergent Motion – London Medical Innovation and Commercialization Network

Motion made by: M. Cassidy
Seconded by: S. Turner

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce an emergent motion regarding the London Medial Innovation and Commercialization Network.

Yeas: (11): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (3): Mayor E. Holder, P. Squire, and S. Lehman

Motion Passed (11 to 3)

Motion made by: M. Cassidy
Seconded by: S. Turner

That the Civic Administration BE DIRECTED to immediately advise the Governing Council of the London Medical Innovation and Commercialization Network of the City of London's intention to execute the City's rights to secure repayment of the $10 million grant provided to the London Medical Innovation and Commercialization Network as the terms of the Grant Agreement between The Corporation of the City of London, The London Health Sciences Foundation and the St. Joseph's Healthcare Foundation as it relates to the London Medical Innovation and Commercialization Network cannot be met, as Western University has indicated that they are withdrawing from the London Medical Innovation and Commercialization Network

At 6:39 PM, His Worship the Mayor leaves the Chair and takes a seat at the Council Board, with Councillor S. Lehman assuming the Chair.

At 6:42 PM, His Worship the Mayor resumes the Chair and Councillor S. Lehman takes a seat at the Council Board.

Motion made by: Mayor E. Holder
Seconded by: P. Van Meerbergen

That the following actions be taken with respect to the London Medical Innovation and Commercialization Network:

a) consideration of this matter BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee in order to provide for an opportunity for the Mayor and the Civic Administration to meet with the Board of London Medical Innovation and Commercialization Network; and,

b) the Civic Administration BE DIRECTED to provide a summary report related to the London Medical Innovation and Commercialization Network, as well as an update with respect to the results of the discussion noted in part a), above.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

13. By-laws

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

That Introduction and First Reading of Bill No.'s 106 to 140, excluding Bill No. 136, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

Motion made by: M. Salih
Seconded by: S. Lewis

That Second Reading of Bill No.'s 106 to 140, excluding Bill No. 136, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

At 7:00 PM, Councillor J. Morgan enters the meeting.

Motion made by: A. Kayabaga
Seconded by: E. Peloza

That Third Reading and Enactment of Bill No.'s 106 to 140, excluding Bill No. 136, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Kayabaga
Seconded by: M. van Holst

That Introduction and First Reading of Bill No. 136 BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

Motion made by: A. Hopkins
Seconded by: E. Peloza

That Second Reading of Bill No. 136 BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No.136 BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

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

Bill No. 106 By-law No. A.-7817-79	A by-law to confirm the proceedings of the Council Meeting held on the 26 th day of March, 2019. (City Clerk)
Bill No. 107 By-law No. D.-775-80 (ADDED)	A by-law to authorize the borrowing upon instalment debentures in the aggregate principal amount of $49,380,000.00 towards the cost of certain capital works of The Corporation of the City of London. (2.1/8/CSC)
Bill No. 108 By-law No. A.-7818-81	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. (2.4/4/CPSC)
Bill No. 109 By-law No. A.-7819-82	A by-law to approve the 2019-2022 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. (2.5/4/CPSC)
Bill No. 110 By-law No. A.-7820-83	A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the agreement. (2.6/4/CPSC)
Bill No. 111 By-law No. A.-7821-84	A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.7/4/CPSC)
Bill No. 112 By-law No. A.-7822-85	A by-law to approve the Agreement between The Corporation of the City of London and Hybrid Document Systems Inc. and to authorize the Mayor and City Clerk to execute the agreement. (2.7/7/CSC)
Bill No. 113 By-law No. A.-7823-86	A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2019 in accordance with section 208 of the Municipal Act, 2001 . (2.11/7/CSC)
Bill No. 114 By-law No. A.-7824-87	A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2019 in accordance with section 208 of the Municipal Act, 2001 . (2.12/7/CSC)
Bill No. 115 By-law No. A.-7825-88	A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2019 in accordance with section 208 of the Municipal Act, 2001 . (2.13/7/CSC)
Bill No. 116 By-law No. A.-7826-89	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 2019 in accordance with section 208 of the Municipal Act, 2001 . (2.14/7/CSC)

Bill No. 117 By-law No. CPOL.-383-90	A by-law to repeal and replace By-law No. CPOL.-69-301, as amended, being a by-law entitled “Code of Conduct for Members of Council” and replace it with a new Council policy entitled “Code of Conduct for Members of Council” to incorporate regulations resulting from recent amendments to the Municipal Act, 2001 and the Municipal Conflict of Interest Act . (2.2a/7/CSC)
Bill No. 118 By-law No. CPOL.-384-91	A by-law to enact a new Council policy entitled “Code of Conduct for Local Boards”. (2.2b/7/CSC)
Bill No. 119 By-law No. CPOL.-385-92	A by-law to enact a Council Policy entitled “The Corporation of the City of London Integrity Commissioner Terms of Reference”. (2.c/7/CSC)
Bill No. 120 By-law No. CPOL.-386-93	A by-law to enact a Council Policy entitled “Members of Council Public Registry Declaration of Interest”. (2.2d/7/CSC)
Bill No. 121 By-law No. CPOL.-387-94	A by-law to enact a Council Policy entitled “Public Registry Declaration of Interest for Local Boards”. (2.2e/7/CSC)
Bill No. 122 By-law No. CPOL.-388-95	A by-law to enact a Council Policy entitled “Members of Council – Absence – Pregnancy or Parental Leave”. (2.2f/7/CSC)
Bill No. 123 By-law No. C.P.-1533-96	A by-law to exempt from Part-Lot Control lands located on Michael Circle, north of Michael Street, formerly known as 1245 Michael Street, legally described as Blocks 3, 4 and 5 in Registered Plan 33M-745, more accurately described as Parts 1-74 inclusive on Reference Plan 33R- 20235 in the City of London and County of Middlesex. (2.8/6/PEC)
Bill No. 124 By-law No. C.P.-1534-97	A by-law to exempt from Part-Lot Control, lands located at 2688 Asima Drive, legally described as Block 56 in Registered Plan 33M-699. (2.9/6/PEC)
Bill No. 125 By-law No. L.S.P.-3480-98	A by-law to designate 432 Grey Street to be of cultural heritage value or interest. (2.4/6/PEC)
Bill No. 126 By-law No. L.T.C.-54-99	A by-law to authorize the London Transit Commission to reduce the fare amount for individual bus trips for seniors aged 65 and over, to approve an agreement with the London Transit Commission for the City to provide a grant to reimburse LTC for the costs of the reduced fare amount, and to authorize the Mayor and City Clerk to execute the agreement. (2.8/4/CPSC)
Bill No. 127 By-law No. PS-113-19032	A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.4/6/CWC)
Bill No. 128 By-law No. S.-5998-100	A by-law to permit Sean Christopher Baker and Leah Marie Baker to maintain and use a boulevard parking area upon the road allowance for 218 Cambridge Street in the City of London. (City Clerk)

Bill No. 129 By-law No. S.-5999-101	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway (as part of Evans Boulevard, as part of Irish Moss Road, and as part of Chelton Road.) (City Surveyor - for unobstructed legal access throughout the Subdivision)
Bill No. 130 By-law No. W.-5648-102	A by-law to authorize the New Thames Valley Pathway (Project PD212418). (2.4/5/PEC)
Bill No. 131 By-law No. W-8-19006	A by-law to amend By-law W-8 entitled, “Regulation of Water Supply in the City of London.” (3.1a/CWC)
Bill No. 132 By-law No. WM-28-19006	A by-law to amend By-law WM-28 entitled, “Regulation of Wastewater and Stormwater Drainage Systems in the City of London.” (3.1b/6/CWC)
Bill No. 133 By-law No. Z.-1-192734	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 4402 Colonel Talbot Road. (2.3/6/PEC)
Bill No. 134 By-law No. Z.-1-192735	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 131 King Street. (2.10/6/PEC)
Bill No. 135 By-law No. Z.-1-192736	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 555 Wellington Road. (3.1/6/PEC)
Bill No. 140 By-law No. A.-7827-103 (ADDED)	A by-law to approve the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transportation Program with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services; and to authorize the Mayor and City Clerk to execute the Agreement. (2.2/8/CSC)
Bill No. 137 By-law No. A.-7828-104 (ADDED)	A by-law to approve and authorize the Mayor and Clerk to execute the Property Value Protection Plan Agreement between The Corporation of the City of London and Samuel John Shirley, to provide property value protection for the property located at 5435 White Oak Road, for the City’s W12A landfill site. (6/7/CSC)
Bill No. 138 By-law No. A.-7829-105 (ADDED)	A by-law to authorize and approve an Agreement of Purchase and Sale and Option Agreement between The Corporation of the City of London and Dancor Construction Limited, for the sale of the City owned industrial land described as Part Block 4, Plan 33M-544 and to authorize the Mayor and the City Clerk to execute the Agreement. (6/7/CSC)
Bill No. 139 By-law No. A.-7830-106 (ADDED)	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1960946 Ontario Inc., for the sale of the City owned industrial land described as Parts 1, Plan 33R-16368, being part of Cuddy Industrial Lands, and to authorize the Mayor and the City Clerk to execute the Agreement. (6/7/CSC)

Bill No. 136 By-law No. A.-7831-107 (ADDED)	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 2019 in accordance with section 208 of the Municipal Act, 2001 . (4.1/7/CSC)

14. Adjournment

Motion made by: M. Salih
Seconded by: P. Van Meerbergen

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 7:05 PM.

_____

Ed Holder, Mayor

_____

Catharine Saunders, City Clerk

Enhancing the Effectiveness of Advisory Committees - Executive Summary

Good governance in a municipality is heavily dependent upon the effective coordination between Municipal Council, Civic Administration and fully transparent, functional, effective & vibrant Advisory Committees. It is clear that there is a lack of trust, cooperation and coordination between these groups, which over time has rendered many AC's ineffective and underutilized.

The Clerk of the City of London's ongoing Review is the long overdue but critical first step towards rectifying this situation and needs to be supported and brought to a conclusion so that we can begin the hard work of repairing these relationships and providing value for the Citizens of London.

It is with this in mind that we respectfully submit the attached report as well as the following summary of recommendations and offer TAC as a potential test bed to pilot improvements.

Tariq Khan and Dan Foster
2019-03-15

Recommendations

A. Temporary Working Group:

1. A Working Group (WG) should be constituted to review the Clerks Interim Report on Advisory Committees, assist with further review and consultations and to work to finalize this review and report back to the CSC within 120 days. This WG should be fully mandated in terms of coordination with City Staff and external institutions and may be comprised as follows:
    - 2 City Councilors,
    - 2 Advisory Committee Members-At-Large,
    - A representative of the Office of the Mayor, and
    - 1 support person from the Clerk's office.

B. General:

1. Parent Standing Committees should take a more active role in mentoring their Advisory Committees including the introduction of a standard template for Work Plans and periodic presence at Advisory Committee meetings.

2. Standing Committees should also ensure their priorities and expectations are documented and communicated to their Advisory Committees annually in advance of the planning cycle and that senior Staff provide Standing Committees with formalized and timely updates on all relevant Work in Process.

3. Advisory Committee members should be encouraged to have departmental tours and project site visits guided and steered by concerned staff as a component of their ongoing orientation.

4. Standing Committee members should commit to periodic presence at Advisory Committee meetings.

5. Advisory committees should be encouraged to select the most suitable time for their members so this problem causing quorum issue may be avoided.

6. The Advisory Committee Chair/Vice chair should be formally empowered to take a more active role in attendance management.

7. Advisory Committee voting members who fail to attend 3 consecutive meetings should be referred to their parent Standing Committee for review and action up to and including dismissal.

8. The format of the annual reception to recognize the services of Advisory Committee members may be modified. To add value to the event, the reception may be given more formal conference style look. An Advisory Committee Conference would provide an opportunity and platform for AC members to present their experiences and recommendations to their peers as well as receive recognition for outstanding performance. The following may be categories for specific recognition:
    - Sharing 'Best Practices' of best performing Advisory Committees,
    - Recognition awards/certificate to best performing Advisory Committees,
    - Recognition awards/certificate to best performing Chairs/Vice Chairs,
    - Recognition awards/certificate to best performing members, and
    - General attendance recognition awards.

C. TAC Specific

1. Do not merge Transportation (TAC) and the Cycling (CAC) Advisory Committees into the TMAC as recommended by the Clerk in June 2018.

2. Refer the following the following recommendations regarding the Transportation Advisory Committee (TAC) Terms of Reference to the above-mentioned Working Group for review and consideration:

    a) **Mandate:** None
    b) **Composition - Voting Members:** Increase the size of the At-Large contingent to at least 8 members. Remove the requirement of Members-At-Large to utilize active modes of Transportation and recruit more members with the capability to devote time to Sub-Committees and Working Groups.
    c) **Composition - Non-Voting Members:** Invite all current special interest group representatives including CAC to participate in the Non-Voting Member group.
    d) **Term of Office:** Formalize the current temporary extension by making Advisory Committee appointments effective June 1st of the year following a Municipal Election (4 year term) so as to allow for an improved recruitment cycle which is more reflective of the interests of the incoming Council.
    e) **Appointment Policies:** City Staff should conduct exit interviews/surveys with all outgoing appointees and report the results to Council periodically.
    f) **Conduct:** Voting Members who do not attend 3 consecutive meetings will be referred to Civic Works Committee for review and action up to and including dismissal. All Voting Members should expect to be called upon to chair at least one Sub-Committee and/or Working Group over the course of their term of appointment.

Enhancing the Effectiveness of Advisory Committees - Report

1. Background

Ongoing Review of Advisory Committees is defined in Article 2 of the City of London policy document; **General Policy for Advisory Committees.** This document is comprehensive in a sense that it covers almost all topics from formation to operation of Advisory Committees and is currently under review. In last quarter of 2018, public forum sessions were arranged by the Clerk's office and consultations with all existing Advisory Committees related to their respective terms of references are continuing into 2019.

While preparing this document, efforts have been made to be brief, concise and to the point in order to avoid any replication/reproduction of any contents currently available in the **Terms of Reference** of Advisory Committees as well as in the **General Policy for Advisory Committees** document. The focus of this brief document is to discuss & highlight areas to be improved and provide recommendations for the improvement both in general and specific to the Transportation Advisory Committee.

2. The Role of Advisory Committees in Municipal Governance

Good governance in a municipality is heavily dependent on the effective coordination between Municipal Council, Civic Administration and transparent, fully functional, effective & vibrant Advisory Committees. From municipal government's perspective, an Advisory Committee is a group of concerned citizens who bring & contribute unique knowledge, expertise, vibrant public interface and skill sets in order to more effectively guide and steer the organization towards goals embedded in Council's vision and mission statements.

Each municipal council forms Advisory Committees as per their local requirements but unlike the structure for Commissions, there is no provincial oversight to ensure uniformity from municipality to municipality. A properly composed, structured & mandated advisory committee provides a gateway to municipal council for public interaction/relations and can be a tremendous complement to the reach & effectiveness of the council as it works to carry out a specific initiative.

That said, Advisory Committees have no authority to govern and therefore they must not issue directives to Council or Staff. Rather, being a resource, their role is to serve to make recommendations and/or provide key information, materials and public feedback. They also serve to promote municipal policies and programs which fall within their mandate.

Though mentoring is out of the normal ambit of functions of an Advisory committee, in ideal conditions, an Advisory committee comprising of key members with exceptional skill set, experience & exposure in public service programs/project in municipal settings can also offer guidance to staff in order to help them achieve their project/program's specific goals.

3. Advisory Committees - City of London

Advisory Committees in City of London are governed by the City Council's policy document: **General Policy for Advisory Committees**. The document has 23 sections and serves as the guiding document for the constitution and operations of ACs. Furthermore Terms of Reference (TOR) specific to each AC have been framed. The 13 Advisory Committees report to just 3 parent Standing Committees of Council as follows:

Community & Protective Services:	Accessibility AC Animal Welfare AC Child Care AC Community Safety & Crime Prevention AC Diversity, Inclusion & Anti-Oppression AC Housing AC
Planning & Environment:	AC on Heritage AC on the Environment Agricultural AC Environmental and Ecological Planning AC Trees and Forests AC
Civic Works:	Cycling AC Transportation AC

3.1 Committee Effectiveness - TAC Case Study

In the backdrop of Transportation infrastructure improvement challenges, road safety and the projects conceived under Bus Rapid Transit, the Transportation Advisory Committee (TAC) was well positioned to play an important role for Council, Staff and the BRT Project Team.

Reporting to the standing Civic Works Committee (CWC) of Council, it consists of 20 members, including 7 Non-Voting members representing City Staff and 13 Voting members comprised as follows:

1. Four members-at-large
2. One representative from each of the following:
   a) Cycling Advisory Committee
   b) Advisory Committee on the Environment
   c) Community Safety & Crime Prevention Advisory Committee
   d) Accessibility Advisory Committee
   e) London Middlesex Road Safety Committee
   f) Canadian Automobile Association (CAA)
   g) Urban League of London
   h) Chamber of Commerce representative
   i) London Development Institute

3.1.1 The above composition meets all of the requirements of an ideal municipal Advisory Committee: rich and diverse in experience & expertise and equipped with the required skill set to take on any theoretical challenge in the Transportation sector and provide its recommendations in the most efficient and effective way. For analysis of working efficiency purposes, let's apply this assumption by reviewing its role in the Bus Rapid Transit Project (BRT).

3.1.2 In view of the multi-year dialog on BRT (through two Council mandates) and keeping in view the mandate of TAC as per its **Terms of Reference**, the role of TAC was/is more important than generally perceived. TAC should have been able to focus narrowly on the project in order to advise/support the standing committee/council. In ideal conditions, TAC should have reviewed and evaluated the project, gathered input from public and provided feedback to the council through CWC by drafting number of proposals & presentations during 2016-2018. Somehow, we don't see any significant activity from TAC in this regard. Prima facie, from a BRT

project perspective, TAC seems to be an ineffective Advisory Committee but in reality things are altogether different and the apparent 'ineffectiveness' of TAC may not be attributed to its present members by any means. In Sections 4-6 of this document, the root cause will be analyzed in more detail.

3.1.3 There may be similar situations/cases with other Advisory Committees as well. The quorum problems, poor performance on Work Plans, inability to provide timely input, lack of coordination among Advisory Committees, Staff and respective Standing Committees etc are just the symptoms rather the root causes of the apparent 'ineffectiveness' of Advisory Committees. Detailed analysis shows that this is a complex problem and there are many inter-related factors involved which need to be addressed in order to bring about the necessary reforms. The areas which need special attention from the Clerk are discussed in Section 4 of this document.

4. Sustainability and Continuous Improvement

Effective Advisory Committees have clearly defined terms of reference and an effective methodology for its interactions with its parent Standing Committee. This is very important to ensure that its members have a clear purpose and guidelines for their membership and so that they add value and stay aligned with the objectives of Council.

4.1 Recruitment and Selection Processes

People are the building blocks of an effective Civic Administration and likewise they are the main driver of value-added outcomes for Advisory Committees. The recruitment and selection processes need enhancements make them more robust, transparent and free of political intrigue. This is especially true of TAC because the majority of the voting membership is recruited directly (or indirectly via cross-committee appointments) through these processes

4.1.1 Timing: The establishment of Committees currently occurs too early in the mandate of a new council. Due to an anomaly in the new election format in 2018, the Clerk recommended to Council the extension of Committee mandates to June 1st, 2019 in order to allow her more time to execute the Recruitment and Selection processes. We think this was a good idea and should be adopted permanently. In addition to buying the Clerk time, it also allows the new Council to establish its financial and strategic priorities, and Standing Committees prior to the Recruitment Phase, thus improving the chances of success. The other benefit of an offset four-year cycle is that outgoing Committees can continue to add-value to ongoing projects being administered by City Staff and assist in the development of Year One Committee Work Plans.

4.1.2. Effective Advertisement: The Recruitment process needs to be more robust and should include but not limited to, print, electronic & social media, automated calling, public places including shopping areas, libraries, community centres, university/college notice boards, setting up public booths at festivals/events, London Transit infrastructure like bus-stops/shelters, Bus & Railway stations, City Hall and city MP/MPP offices, worship places and so forth. The Recruitment phase should be ongoing and applications should be accepted at any time. *This is the key to the whole process*.

4.1.3 Tapping Retired Expert Resources: This is one of the most important and vital resources seemingly untapped so far as we see a very small faction of retired experts in the Advisory Committees. London is rich in retirement community, if properly approached; retired experts may be willing to contribute their experience and expertise. Reaching out to professional organizations to identify local members might reap considerable benefits.

4.1.4 Redesign of the Application forms: The Present application form is too generic and needs to be redesigned to align with the Selection process. In order to have suitable candidates for specific fields, it is very important that the application form is designed in a way that an interested candidate may identify their strengths, experiences and skills in the context of the required field. A survey type design format may also be adopted in certain sections of form where each question may have certain weighting. The form should be able to help the selection board to allocate marks to candidates for each of the desired requirements during the selection phase. In some cases an Advisory Committee may have its own customized form. If desired, we may help in the redesign of those application forms.

4.1.5 Desired Skill Sets: For certain specified Advisory Committees the Selection criteria should allow for a focus on technical expertise and experience of the candidate in the particular field/subject of the Advisory Committee. (See 4.1.7)

4.1.6 Selection Process - Vacancies – Application Waterfall: If application forms are properly redesigned, the selection process may be reduced significantly or even eliminated through criteria ranking. Council may elect the required slate of candidates and then establish an ongoing waiting list from the remaining candidates. New applications will be evaluated as per pre established criteria as received and placed on selection lists. This should provide an ongoing and immediate supply of potential candidates for appointments by Council to vacancies without being an administrative burden on City Staff.

4.1.7 University, College & Skill Development Institutions: Where applicable (See 4.1.5) it may be advisable to request a faculty member expert in a particular subject, to respective subject specific Advisory Committee. The assignment period may be from one year to four years as suited to the organization. It is general practice in the Universities and Colleges that all tenured staff do research work in their fields of expertise. A subject specific Advisory Committee is an ideal incubator for such research.

Each Advisory committee should have at least one post grad or fourth year student as its member. Board of Governors/Directors may develop an incentive of 2-5% marks for a student who actively contributes to their respective Advisory Committee. It is also observed that new comers have degrees from their country of origin but in most cases their credentials are not readily acceptable hence they go to placement centres and skill development institutes for certification. Recruitment of such students to an Advisory Committee by the concerned agencies at least for one year may be helpful for job placements. Students may be non-voting members but they will be expected to actively participate in Advisory committee meetings and its sub group meetings to add value to work of the Advisory committees.

Recommendation:

- A Working Group (WG) should be constituted to review the Clerks Interim Report on Advisory Committees, assist her with further review and consultations and to work to finalize this review and report back to the CSC within 120 days. This WG should be fully mandated in terms of coordination with City Staff and external institutions and may be comprised as follows:
    - 2 City Councilors,
    - 2 Advisory Committee Members-At-Large,
    - A representative of the Office of the Mayor, and
    - 1 support person from the Clerk's office.

5. Operations: The Business of Advisory Committees

Articles 3 & 15 of the **General Policy for Advisory Committees** describe the modus operandi for the business of Advisory Committees. Article 15 emphasizes that "The parliamentary rules outlined in the Council Procedure By-law shall be observed, as far as applicable, by each advisory committee". Although observance of parliamentary rules are not mandatory for the business of Advisory committees, they are generally applied..

Articles 17-20 outline the Agenda and Reporting mechanisms. Article 19 provides the complete mechanism for Advisory Committee to follow when offering its opinions or recommendations on a particular subject/topic/project. Similarly Article 20 requires that Advisory Committee prepare and present their respective Annual Report and Work Plan to its parent standing committee.

Finally, Article 21 states that "Council recognizes the value of the impartial and objective advice received from committee members and the challenges and inherent restrictions facing committee members in assessing and recommending various options in a conscientious and ethical manner."

Applying these articles within the context of the TAC Case Study reveals some very interesting but unusual observations.

5.1 Communication & Consultation: TAC prepared & submitted its 2018 Work Plan in February, but it was not approved by CWC. Rather, it was referred to Staff, in March 2018 for additional input. The Committee as constituted at that time was a group of capable, seasoned and informed members. This impasse and the resulting recommendations submitted by senior Staff may well have left CWC and Council with the unfounded impression the TAC was just another of several 'inefficient and ineffective' Advisory Committees. Further analysis will show this is hardly the case and that the root causes of this impasse were:

- a lack of timely **Leadership** on the part of CWC in that they failed to mentor TAC properly,
- the existence of a **Communication**s gap - TAC was either unaware of or unwilling to bend to CWC priorities and expectations, and
- a marked lack of **Meaningful Consultation** between senior Staff and TAC.

It is clear that CWC failed in its responsibility to direct TAC by providing them with their priorities and expectations in the development of their annual Work Plan. Furthermore, senior Staff failed to share relevant project plans on an ongoing periodic basis, resulting in a TAC Work Plan which was developed in a vacuum with predictable results.

Further exacerbating the problem was the fact that there were unfilled vacancies amongst the Member-At-Large contingent. This was rectified by Council by March 2018 with the appointment of two new members.

TAC formed a Work Plan Working Group which properly communicated and consulted with all parties, resulting in revised Work Plan in the required template, which was submitted in June and approved by CWC later that fall. It also produced a Work In Process (WIP) document, which clearly communicated Staff project plans and consultation checkpoints and which is a project management stakeholder management best practice.

5.2 Time Boxing: Currently, Staff applies a very rigid form of Consultation with its Advisory Committees. It is very common that a project plan, an environmental assessment or a policy

document which has been in the works for many months is presented at a monthly meeting with the expectation that Committee provide a response in a span of 4-6 weeks. It has also been observed from time to time that these documents were not provided by the specified Agenda mail-out cut-off and/or have referenced Public Information Centre (PIC) meetings which have already occurred. Whether by accident or design, 'time boxing' is disrespectful to Advisory Committees and makes it virtually impossible for them to add value. Furthermore, the rigidity of the current practice of Consultation is in direct conflict with Articles 17 & 21 of the **General Policy for Advisory Committees** which reinforce the value of dialogue and information sharing from the beginning of the consultative process. This too is a project management best practice.

Recommendations:

- Parent Standing Committees should take a more active role in mentoring their Advisory Committees including the introduction of a standard template for Work Plans and periodic presence at Advisory Committee meetings.

- Standing Committees should also ensure their priorities and expectations are documented and communicated to their Advisory Committees annually in advance of the planning cycle and that senior Staff provide Standing Committees with formalized and timely updates on all relevant Work in Process.

- Advisory Committee members should be encouraged to have departmental tours and project site visits guided and steered by concerned staff as a component of their ongoing orientation.

5.3 Quorum: This has been a concern for almost every Advisory Committee. The quorum problem needs to be properly diagnosed and addressed. There are many clues throughout the TAC case study and we are sure that other Committees have their own rationales but in our experience they can be synthesized into two main root causes:

- poor morale caused by the indifference often demonstrated by Council and senior Staff, and
- scheduling conflicts caused by personal/profession commitments and the inflexibility of the current meeting format.

Recommendations:

- Standing Committee members should commit to periodic presence at Advisory Committee meetings.

- Advisory committees should be encouraged to select the most suitable time for their members so this problem causing quorum issue may be avoided.

- Chair/Vice chair should be formally empowered to take a more active role in attendance management.

- Advisory Committee voting members who fail to attend 3 consecutive meetings should be referred to their parent Standing Committee for review and action up to and including dismissal.

5.4 Recognition & Rewards: Article 22 of the **General Policy for Advisory Committees** recognizes the services of members of Advisory committees: "The Municipal Council shall host an annual reception, subject to budget availability, to honour those members-at-large and those agency representatives who have served the Municipal Council, without remuneration by the Municipality, as a voting member of one or more of its advisory committees and whose attendance has been in keeping with set policy." This is an excellent gesture on the part of Council which is designed to encourage members Advisory Committees. There is an opportunity for participants to take home more than just the value of a "meet & greet" experience. Such events may be made productive and interactive if a performance-highlight component is added which may be structured to recognize and reward high performing teams and allowing them to share their 'Best Practices' with their peers and Council. This would also reinforce the value of public service in general and Advisory Committees in particular.

Recommendation:

- The format of the annual reception to recognize the services of Advisory Committee members may be modified. To add value to the event, the reception may be given more formal i.e. conference-style look. An Advisory Committee Conference would provide an opportunity and platform for AC members to present their experiences and recommendations to their peers as well as receive recognition for outstanding performance. The following may be categories for specific recognition:
    - Sharing 'Best Practices' of best performing Advisory Committee,
    - Recognition awards/certificate to best performing Advisory Committees,
    - Recognition awards/certificate to best performing Chairs/Vice Chairs,
    - Recognition awards/certificate to best performing members, and
    - General attendance recognition awards.

6. Merger of TAC and CAC into TMAC

We do not think the merger of Transportation (TAC) and Cycling (CAC) Advisory Committees is in the public interest. It is our contention that the City of London benefits from a strong separate voice for Cycling, comprised of passionate advocates which has clearly added value for their community. To water this down in the recommended TMAC structure would be a mistake for cyclists, pedestrians, mobility-challenged citizens and motorists alike.

Similarly, as outlined in the analysis and recommendations flowing out of above mentioned TAC Case Study we feel strongly that TAC has much unrealized potential to add value. There is clearly a need for a voice for the other modes of Transportation. However, there also needs to be a greater commitment on the part of appointees to more actively participate in outside activities such as Sub-Committees and Working Groups.

Recommendations:

- Do not merge Transportation (TAC) and the Cycling (CAC) Advisory Committees into the TMAC as recommended by the Clerk in June 2018.

- Refer the following the following recommendations regarding the Transportation Advisory Committee (TAC) Terms of Reference to the above-mentioned Working Group for review and consideration:

    - **Mandate:** None
    - **Composition - Voting Members:** Increase the size of the At-Large contingent to at least 8 members. Remove the requirement of Members-At-Large to utilize active

modes of Transportation and recruit more members with the capability to devote time to Sub-Committees and Working Groups.

- **Composition - Non-Voting Members:** Invite all current special interest group representatives including CAC to participate in the Non-Voting Member group.
- **Term of Office:** Formalize the current temporary extension by making Advisory Committee appointments effective June 1st of the year following a Municipal Election (4 year term) so as to allow for an improved recruitment cycle which is more reflective of the interests of the incoming Council.
- **Appointment Policies:** City Staff should conduct exit interviews/surveys with all outgoing appointees and report the results to Council periodically.
- **Conduct:** Voting Members who do not attend 3 consecutive meetings will be referred to Civic Works Committee for review and action up to and including dismissal. All Voting Members should expect to be called upon to chair at least one Sub-Committee and/or Working Group over the course of their term of appointment.

Corporate Services Committee

Report

8th Special Meeting of the Corporate Services Committee
March 25, 2019

PRESENT:	Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen, A. Kayabaga, S. Hillier
ABSENT:	Mayor E. Holder
ALSO PRESENT:	A.L. Barbon, B. Card, I. Collins, M. Galczynski, K. Murray, M. Ribera, M. Schulthess, S. Spring, and B. Westlake-Power

The meeting is called to order at 3:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 2019 Debenture Issuance Update

Moved by: S. Hillier
Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken:

a) the issuance of serial debentures for a total of $49,380,000 BE APPROVED; it being noted the average all-in rate is 2.655% over a 10-year term; and

b) the proposed by-law appended to the staff report dated March 25, 2019 BE INTRODUCED at the Municipal Council meeting on March 26, 2019, to authorize the borrowing upon serial debentures in the aggregate principal amount of $49,380,000 towards the cost of certain capital works of The Corporation of the City of London;

it being noted that the Corporate Services Committee received the attached presentation from M. Khan and K. Martin (RBC), with respect to this matter.

Yeas: (5): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.2 Court Security and Prisoner Transportation Program Transfer Payment Agreement

Moved by: J. Helmer
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated March 25, 2019 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on March 26, 2019 to approve the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transportation Program with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and

Correctional Services and The Corporation of the City of London;
and to authorize the Mayor and the City Clerk to execute the Agreement.

Yeas: (5): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 3:18 PM.

RBC Capital Markets

C$49.38 million 1-10 year Serial Debenture Transaction Review

March 25th, 2019

London CANADA

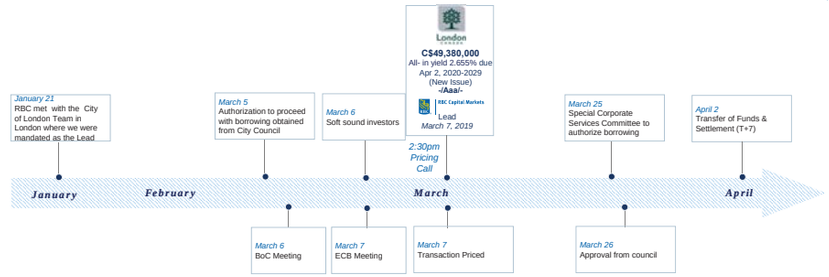
RBC Capital Markets

City of London Transaction Review

Brief Time Line & Transaction Details

- City of London conducted an extensive syndicate review after 7 years in September 2018 following which RBC was reappointed as 1 of the 3 Lead managers
- RBC is extremely pleased and thankful for being given the opportunity to Lead the first debt issue for the City since the syndicate review
- They City was able to price well in advance of its March 25 debenture meeting, with a desired settlement of April 2 while navigating several macro economic events and achieving an all-in cost of funds of 2.655%

Transaction Execution Timeline



City of London Transaction Review

Macro Overview

- Financial markets in 2018 and 2019 have been dominated by concerns surrounding trade and global economic growth
- In Canada, NAFTA Negotiations, US Tariffs on China, Brexit, and slowing economic growth domestically and in Europe has created uncertainty for both the Bank of Canada ("BoC") and Investors
- The week of London's transaction the BoC and ECB highlighted economic risks and future uncertainty, dampening the economic outlook for their respective economies and sending yields lower
  - Specifically, the BoC held the overnight rate at 1.75%, suggesting the need for further stimulus, and announced it anticipates lower growth in 2019 while also highlighting uncertainty in the path of future rate hikes
  - Following the BoC, the ECB announced it was shifting out the projection of its first hike by at least 6 months and announced TLTRO-III, essentially extending cheap financing to banks to stimulate economic growth
- The combination of these announcements resulted in Canadian yields declining 10-13bps to levels not seen since June 2017 during the week of London's deal, resulting in the lowest all-in cost of funds available to the City in over a year and a half
- RBC currently projects a 25bps hike in each of Q3 and Q4 2019 by the BoC
- The FOMC has also acknowledged an increasingly uncertain global backdrop, and has stated that it is content to be patient and assess the impact of global risks before resuming a tightening path
- RBC currently projects a rate hike in each of Q2 and Q4 of 2019 in the US

RBC Economics Interest Rate Forecasts(1)

RBC Interest Rate Forecasts

Government of Canada Rates Forecast

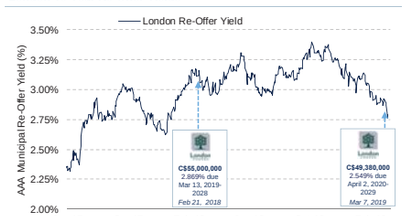
Term	Current	Q1/19	Q2/19	Q3/19	Q4/19	Q1/20
ON	1.75%	1.75%	1.75%	2.00%	2.25%	2.25%
5-Year GoC	1.63%	2.10%	2.30%	2.45%	2.50%	2.45%
10-Year GoC	1.74%	2.20%	2.40%	2.55%	2.60%	2.60%
30-Year GoC	2.04%	2.40%	2.55%	2.65%	2.70%	2.70%

US Treasury Rates Forecast

Term	Current	Q1/19	Q2/19	Q3/19	Q4/19	Q1/20
ON	2.50%	2.50%	2.75%	2.75%	3.00%	3.00%
10-Year UST	2.63%	2.95%	3.15%	3.25%	3.30%	3.25%
30-Year UST	3.02%	3.20%	3.30%	3.40%	3.45%	3.40%

Although the Bank came out with a dovish outlook in February, it did not dispense with the prospect that interest rates will rise in the future

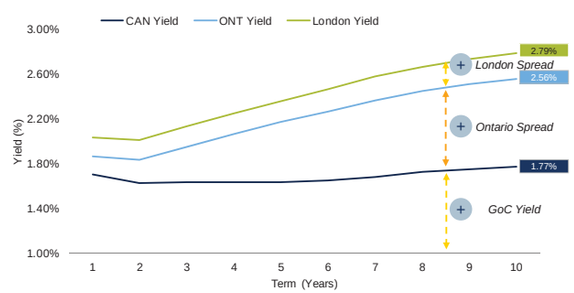
London 10-Year Re-Offer Yields



City of London Transaction Review

City of London 1-10yr Serial Debenture – Yield Curve

- The City of London yield curve consists of the underlying government of Canada yields plus a spread to reflect the Ontario credit and a spread to reflect the City of London's credit
  - City of London Yield (%) = Canada Yield (%) + Ontario Spread (%) + City of London Spread (%)
- City of London bonds, much like every other municipal bond trade in secondary markets at a spread versus Ontario
- The City's 'Aaa' rating from Moody's bond rating agency allows London to issue debentures at the lowest yields amongst municipal issuers of serial debentures



City of London Transaction Review

City of London Pricing

- London was able to achieve an attractive weighted average all-in cost of 2.655% for its 1-10yr structure
  - Marks an improvement of ~32bps relative to the cost of funds in 2018 due to lower underlying yields
- Final pricing was ONT +19 bps in 5s and ONT +23 bps in 10s
- Line sizes of C$4.5-5.5 million allowed for significant interest from the investor base
- Weighted average life of ~5.7 years for the structure

London 1-10 Year Serial Pricing

TERM (YR)	PRINCIPAL AMOUNT	MATURITY APR 2,	BENCHMARK GoC BENCHMARK	BENCHMARK YIELD	SPREAD	OFFERING YIELD	OFFERING COUPON	OFFERING PRICE ($)	CC	DRAWDOWN	NET PRICE ($)	NET YIELD
1	4,459,000	2020	TBILL	1.700%	0.330%	2.030%	2.000%	$ 99.970	$ 0.2500	$ 0.1000	$ 99.7200	2.285%
2	4,550,000	2021	CAN 2.25% 1FEB21	1.626%	0.380%	2.006%	2.000%	$ 99.988	$ 0.2500	$ 0.1000	$ 99.7380	2.135%
3	4,643,000	2022	CAN 0.5% 1MAR22	1.631%	0.500%	2.131%	2.100%	$ 99.910	$ 0.3500	$ 0.2000	$ 99.5600	2.253%
4	4,742,000	2023	CAN 1.75% 1MAR23	1.633%	0.615%	2.248%	2.200%	$ 99.817	$ 0.4500	$ 0.2500	$ 99.3670	2.367%
5	4,850,000	2024	CAN 2.25% 1MAR24	1.633%	0.725%	2.358%	2.350%	$ 99.962	$ 0.5000	$ 0.2500	$ 99.4620	2.465%
TOTAL	**23,244,000**					**2.216%**		**$ 99.929**			**$ 99.5660**	**2.341%**
6	4,964,000	2025	CAN 2.5% 1JUN24	1.651%	0.815%	2.466%	2.450%	$ 99.911	$ 0.6000	$ 0.3000	$ 99.3110	2.575%
7	5,088,000	2026	CAN 2.25% 1JUN25	1.682%	0.895%	2.577%	2.550%	$ 99.828	$ 0.7000	$ 0.3000	$ 99.1280	2.688%
8	5,220,000	2027	CAN 1.5% 1JUN26	1.723%	0.940%	2.663%	2.650%	$ 99.907	$ 0.7500	$ 0.3500	$ 99.1570	2.768%
9	5,358,000	2028	CAN 1% 1JUN27	1.749%	0.985%	2.734%	2.700%	$ 99.730	$ 0.7500	$ 0.3500	$ 98.9800	2.829%
10	5,506,000	2029	CAN 2% 1JUN28	1.769%	1.020%	2.789%	2.750%	$ 99.662	$ 0.7500	$ 0.3500	$ 98.9120	2.876%
TOTAL	**26,136,000**					**2.668%**		**$ 99.804**			**$ 99.0930**	**2.767%**
GRAND TOTAL	**49,380,000**	**WATM = 5.694 YRS**				**2.549%**		**$ 99.863**	**$ 0.548**		**$ 99.3150**	**2.655%**

London Historical Transaction Yields (2014-2019)

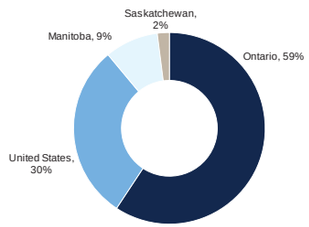
Year	Re-Offer Yield	All-In Yield
2019	**2.549%**	**2.655%**
2018	2.869%	2.976%
2017	2.375%	2.480%
2016	2.196%	2.301%
2015	1.765%	1.869%
2014	2.850%	2.957%

City of London Transaction Review

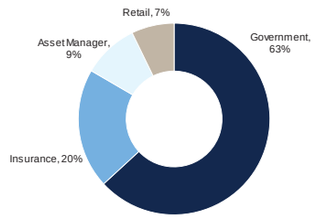
Distribution

- The City of London bonds were broadly distributed across 9 institutional investors
- The offering was primarily placed with domestic investors (70%) while 30% was placed into the US
  - Domestic breakdown includes Ontario (59%), Manitoba (9%), and Saskatchewan (2%)
- In terms of investor type, the transaction was purchased by Governments (63%), Insurance Companies (20%), Asset Managers (9%) and Retail Investors (7%)

Geographic Distribution



Distribution by Investor Type



City of London Transaction Review

City of London C$49.38 million 1-10 year Serial Debenture

London CANADA

C$49,380,000
All-in yield 2.655% due April 2, 2020-2029
(1-10yr Serial New Issue)

RBC Capital Markets

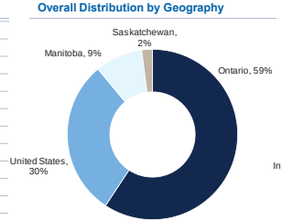
Lead
March 7, 2019

- On Thursday March 7, 2019 the City of London ("London") priced a successful C$49.38 million 1-10 year serial debenture transaction with RBC as Lead Manager
  - The offering marked the first municipal serial offering in the Canadian market in 2019
  - Represents London's return to the market following a successful C$55 million 1-10 year serial in February 2018
- London is a regular issuer of serial debentures in the Canadian market, having completed an offering in each consecutive year since 2011 for a total of C$426.3 million
- London was able to navigate a volatile rates backdrop driven by a number of economic events including the Bank of Canada ("BoC") and European Central Bank ("ECB") announcements
  - Underlying Government of Canada yields declined ~10-13bps during the week following a dovish BoC announcement which highlighted uncertainty and lower growth, while the ECB extended targeted refinancing programmes and shifted the schedule for a rate hike to later in the year
  - ***The dovish tilt from the central banks and risk-off move from investors pushed underlying yields to their lowest levels since June 2017, resulting in a very attractive all-in rate of 2.655% for the City***
- The ability of London to navigate volatility and complete a successful offering in relatively volatile conditions speaks to the strength of the London credit
- The offering saw demand from 9 high-quality institutional investors and retail investors from Ontario (59%), United States (30%), Manitoba (9%), and Saskatchewan (2%)
- In terms of investor type, the transaction was purchased by Governments (63%), Insurance Companies (20%), Asset Managers (9%) and Retail Investors (7%)

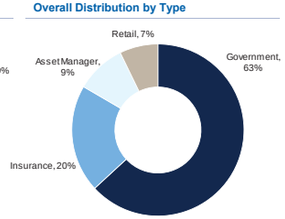
Summary Details

Issuer:	City of London
Ratings:	-/Aaa/-
Launch Date:	March 6, 2019
Price Date:	March 7, 2019
Settlement Date:	April 2, 2019 (T+18)
Structure:	1-10 Year Serial
Size:	C$49.38 million
Wt. Avg. Life:	5.694 years
Wt. Avg. Re-Offer:	2.549%
All-In Yield:	2.655%
# Institutional Buyers:	9
Lead:	RBC

Overall Distribution by Geography



Overall Distribution by Type



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Strategic Priorities and Policy Committee

Report

9th Meeting of the Strategic Priorities and Policy Committee
March 25, 2019

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier

ALSO PRESENT: A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, M. Davenport, J. Davies, A. Dunbar, K. Edwards, J. Fleming, G. Kotsifas, T. Koza, L. Livingstone, D. MacRae, S. Mathers, J.P. McGonigle, K. Murray, D. O'Brien, A. Ramaloo, J. Ramsay, C. Saunders, M. Schulthess, J. Senese, S. Shiu, C. Smith, N. Smith, S. Spring, S. Stafford, A. Thompson, B. Westlake-Power, R. Wilcox and P. Yeoman.

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

1. Disclosures of Pecuniary Interest

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

a) Councillor S. Turner discloses a pecuniary interest in Item 4.1, Investing in Canada Infrastructure Program Public Transit Stream Transportation Projects, specific to the Wellington Road Gateway project, by indicating that he owns property within 500 metres of a proposed Rapid Transit stop;

b) Councillor J. Morgan discloses a pecuniary interest in Item 4.1, Investing in Canada Infrastructure Program Public Transit Stream Transportation Projects, specific to the North Connection, by indicating that the project has a direct financial impact on his employer, Western University; and,

c) Councillor J. Helmer discloses a pecuniary interest in Item 4.1, Investing in Canada Infrastructure Program Public Transit Stream Transportation Projects, specific to the North Connection, by indicating that the project has a direct financial impact on Western University where he is employed as a graduate teaching assistant.

2. Consent

None.

3. Scheduled Items

3.1 Public Participation Meeting - Not to be heard before 4:05 PM - 2019 Development Charges Covering Report and Proposed By-law

Moved by: A. Hopkins
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, with the concurrence of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the 2019 Development Charges Background Study and the proposed 2019 Development Charges By-law, as appended to the staff report dated March 25, 2019, BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received the attached presentation from the Director, Development Finance, with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter the individuals indicated on the attached public participation meeting record made submissions regarding this matter.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Voting Record:

Moved by: E. Peloza
Seconded by: P. Van Meerbergen

Motion to Open the Public Participation Meeting related to 2019 Development Charges Proposed By-law.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: A. Kayabaga
Seconded by: M. Cassidy

Motion to Close the Public Participation Meeting related to 2019 Development Charges Proposed By-law.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

3.2 Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

Moved by: S. Lewis
Seconded by: M. Cassidy

That the following actions be taken with respect to the Council’s Strategic Plan 2019-2023:

a) the staff report dated March 25, 2019 entitled “Council’s Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates” BE REFERRED to a special meeting of the Strategic Priorities and Policy Committee to be held on Monday, April 1, 2019 commencing at 4:00 PM;

b) the Civic Administration BE DIRECTED to consult and seek input from the broader community and with those individuals and organizations that are working to eliminate gender-based violence in London with respect to the communication received from the London Abused Women’s Centre and report back to the April 8, 2019 meeting of Strategic Priorities and Policy Committee with the outcome of the above-noted consultation;

c) the Civic Administration BE DIRECTED to provide a brief history of the Back to the River Project at the April 8, 2019 meeting of the Strategic Priorities and Policy Committee; and,

d) the London Community Foundation BE GRANTED delegation status at the April 8, 2019 meeting of the Strategic Priorities and Policy Committee to speak to the Back to the River Project;

it being noted that the Strategic Priorities and Policy Committee received the following communications regarding this matter:

· a letter from Anova dated March 20, 2019

· a communication from London Abused Women's Centre

· a letter from the London Community Foundation requesting delegation status

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

4. Items for Direction

4.1 Investing in Canada Infrastructure Program Public Transit Stream Transportation Projects for Submission

That the following actions be taken with respect to the Public Transit Stream of the Federal Infrastructure Program:

a) the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission(s) with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes the following projects:

i) Project 1. The Downtown Loop

ii) Project 2. Wellington Road Gateway

iii) Project 3. East London Link

iv) Project 6. Intelligent Traffic Signals (TIMMS)

v) Project 7. Expansion Buses

vi) Project 9. Bus Stop Amenities

vii) Project 12. Adelaide Street Underpass Active Transportation Connections

viii) Project 14. Dundas Place Thames Valley Parkway Active Transportation Conncetion

ix) Project 15. Dundas Street Old East Village Streetscape Improvements and,

x) Project 16. Oxford Street / Wharncliffe Road Intersection Improvements;

b) the following additional actions be taken with respect to item a) iii), above, the East London Link:

i) the London Transit Commission BE THANKED for implementing a new express bus service to Argyle Mall, Route 94, to start in Fall 2019; and;

ii) the London Transit Commission BE REQUESTED to consider the following as priorities in its 5-year service plan:

A. maintaining a direct, frequent bus connection between Argyle Mall and the Dundas and Highbury transit node;

B. implementing an express bus connection between Argyle Mall and Fanshawe College, to coincide with implementation of the East London Link;

C. improving the frequency of the Route 36, which serves the airport and industrial employers, to one bus every 15 minutes during peak periods;

D. improving the frequency of the Route 94 to one bus every 15 minutes during peak periods; and,

E. accelerating implementation of alternative service delivery in the industrial employment zones identified in the London Transit Commission's 5-year service plan, to better connect Londoners to jobs in East and South London;

c) consideration of the following remaining proposed projects BE REFERRED to a future meeting:

i) Project 8. On-Board Information Screens

ii) Project 10. Pedestrian Street Connectivity Improvements to the Transit Network

iii) Project 11. New Sidewalks

iv) Project 13. Active Transportation Improvements across Transit Route Bridges

v) Project 17. Cycling Routes Connecting to Downtown Transit

vi) Project 18. Cycling Routes Connecting to Transit throughout the City, and

vii) Project 19. Enhanced Bike Parking; and,

d) the staff report dated March 25, 2019, and the communications included on the Added Agenda from R. Graham, B. Biro and R. Moretti, with respect to this matter BE RECEIVED;

it being noted that the attached presentation, Benefit/Cost Ratios Information and Source of Financing information was provided to the committee.

Motion Passed

Voting Record:

Moved by: S. Turner
Seconded by: E. Peloza

That pursuant to section 2.3 of the Council Procedure By-law, section 31.0 of the said By-law be suspended for the purpose of permitting a revised format for debate and conduct at this meeting, generally revised to be as follows:

· statements from each Member, who chooses to do so, in relation to their position on the matter;

· discussion and questions among the Members related to the above-noted statements;

· questions from the Members to Civic Administration;

it being noted that at the conclusion of the above-note discussion the Committee Members will resume debate in accordance with the Council Procedure By-law.

Yeas: (10): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (5): S. Lewis, M. Salih, P. Squire, P. Van Meerbergen, and S. Hillier

Motion Passed (10 to 5)

Moved by: J. Morgan
Seconded by: P. Van Meerbergen

Motion to approve that Committee recess until 7:00 PM.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: P. Van Meerbergen
Seconded by: S. Hillier

That consideration of the following projects BE REFERRED to a future meeting, in order to allow for the preparation of additional business cases for consideration:

1. Project 1. The Downtown Loop
2. Project 3. East London Link
3. Project 5. West Connection
4. Project 6. Intelligent Traffic Signals (TIMMS)
5. Project 7. Expansion Buses
6. Project 8. On-Board Information Screens
7. Project 9. Bus Stop Amenities
8. Project 10. Pedestrian Street Connectivity Improvements to the Transit Network
9. Project 11. New Sidewalks
10. Project 12. Adelaide Street Underpass Active Transportation Connections
11. Project 13. Active Transportation Improvements across Transit Route Bridges
12. Project 14. Dundas Place Thames Valley Parkway Active Transportation Connection
13. Project 15. Dundas Street Old East Village Streetscape Improvements
14. Project 16. Oxford Street / Wharncliffe Road Intersection Improvements
15. Project 17. Cycling Routes Connecting to Downtown Transit
16. Project 18. Cycling Routes Connecting to Transit throughout the City
17. Project 19. Enhanced Bike Parking

Yeas: (3): M. van Holst, P. Van Meerbergen, and S. Hillier

Nays: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Motion Failed (3 to 12)

Moved by: M. Cassidy
Seconded by: A. Kayabaga

That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 4, North Connection.

Yeas: (5): M. Cassidy, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Recuse: (1): J. Morgan

Absent: (1): J. Helmer

Motion Failed (5 to 8)

Amendment:

Moved by: A. Kayabaga
Seconded by: A. Hopkins

That the motion to approve the inclusion of Project 4 North Connection, BE AMENDED to revise the proposed design to have mixed traffic, and remove the requirement for designated lanes between Central Avenue and the Western University Gate on Richmond Street.

Yeas: (5): M. Cassidy, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (2): J. Helmer, and J. Morgan

Motion Failed (5 to 8)

Moved by: M. Cassidy
Seconded by: E. Peloza

That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 2. Wellington Road Gateway

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, and A. Kayabaga

Nays: (4): M. van Holst, P. Squire, P. Van Meerbergen, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (10 to 4)

Amendment:

Moved by: M. van Holst
Seconded by: P. Squire

That the motion to approve Project 2, Wellington Road Gateway, BE AMENDED as follows:

That the application for transit funding shall not use the term “dedicated” bus lanes but rather “priority” transit lanes with the following definition:

“Priority transit lanes may take the form of dedicated lanes or dedicated lanes for posted hours of the day, high occupancy vehicle (HOV) lanes or HOV lanes for posted hours of the day, reversible lanes that can be either dedicated or HOV, or other innovations that, in any appropriate combination, will increase the capacity, quality, safety or accessibility of transit.”

Yeas: (4): M. van Holst, P. Squire, P. Van Meerbergen, and S. Hillier

Nays: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, and A. Kayabaga

Recuse: (1): S. Turner

Motion Failed (4 to 10)

Moved by: J. Helmer
Seconded by: A. Hopkins

a) That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 3. East London Link, and;

b) London Transit Commission BE THANKED for implementing a new express bus service to Argyle Mall, Route 94, to start in Fall 2019; and

c) London Transit Commission BE REQUESTED to consider the following as priorities in its 5-year service plan:

i) maintaining a direct, frequent bus connection between Argyle Mall and the Dundas and Highbury transit node;

ii) implementing an express bus connection between Argyle Mall and Fanshawe College, to coincide with implementation of the East London Link.

iii) improving the frequency of the Route 36, which serves the airport and industrial employers, to one bus every 15 minutes during peak periods.

iv) improving the frequency of the Route 94 to one bus every 15 mins during peak periods; and

iv) accelerating implementation of alternative service delivery in the industrial employment zones identified in the London Transit Commission's 5-year service plan, to better connect Londoners to jobs in East and South London.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (4): M. van Holst, P. Squire, P. Van Meerbergen, and S. Hillier

Motion Passed (11 to 4)

Amendment:

Moved by: S. Lewis
Seconded by: S. Lehman

That the motion to approve Project 3. East London Link, BE AMENDED as follows:

b) London Transit Commission BE THANKED for implementing a new express bus service to Argyle Mall, Route 94, to start in Fall 2019; and

c) London Transit Commission BE REQUESTED to consider the following as priorities in its 5-year service plan:

i) maintaining a direct, frequent bus connection between Argyle Mall and the Dundas and Highbury transit node;

ii) implementing an express bus connection between Argyle Mall and Fanshawe College, to coincide with implementation of the East London Link.

iii) improving the frequency of the Route 36, which serves the airport and industrial employers, to one bus every 15 minutes during peak periods.

iv) improving the frequency of the Route 94 to one bus every 15 mins during peak periods; and

iv) accelerating implementation of alternative service delivery in the industrial employment zones identified in the London Transit Commission's 5-year service plan, to better connect Londoners to jobs in East and South London.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): P. Squire

Motion Passed (14 to 1)

Moved by: E. Peloza
Seconded by: A. Hopkins

That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 5. West Connection

Yeas: (7): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Failed (7 to 8)

Moved by: S. Turner
Seconded by: A. Kayabaga

That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public

Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 1. The Downtown Loop

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (5): M. van Holst, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (10 to 5)

Moved by: M. Salih
Seconded by: M. van Holst

That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 6. Intelligent Traffic Signals (TIMMS)

Project 7. Expansion Buses

Project 9. Bus Stop Amenities

Project 12. Adelaide Street Underpass Active Transportation Connections

Project 16. Oxford Street / Wharncliffe Road Intersection Improvements

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): A. Hopkins

Motion Passed (14 to 1)

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

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: (13): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

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

Motion Passed (13 to 2)

Moved by: S. Turner
Seconded by: S. Lewis

That consideration of the following projects BE REFERRED to a future meeting:

Project 8. On-Board Information Screens

Project 10. Pedestrian Street Connectivity Improvements to the Transit Network

Project 11. New Sidewalks

Project 13. Active Transportation Improvements across Transit Route Bridges

Project 17. Cycling Routes Connecting to Downtown Transit

Project 18. Cycling Routes Connecting to Transit throughout the City

Project 19. Enhanced Bike Parking

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Moved by: J. Helmer
Seconded by: A. Kayabaga

That the Managing Director, Environmental & Engineering Services and City Engineer BE REQUESTED to make a funding submission with respect to the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding that includes:

Project 14. Dundas Place Thames Valley Parkway Active Transportation Connection

Project 15. Dundas Street Old East Village Streetscape Improvements

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (2): P. Van Meerbergen, and S. Hillier

Motion Passed (13 to 2)

Moved by: M. van Holst
Seconded by: S. Lehman

That the staff report and communications with respect to this matter BE RECEIVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 11:16 PM.

2019 DC By-law and Background Study: Public Participation Meeting

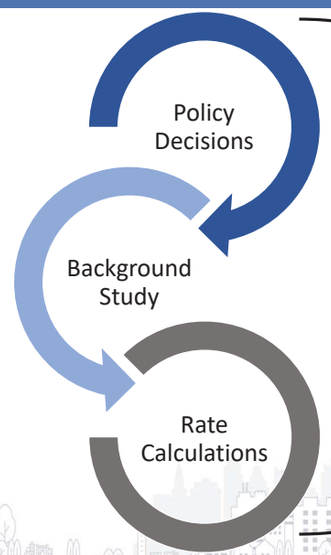
Strategic Priorities and Policy Committee

March 25, 2019

Introduction

- Recap on DC Study process
- What's changed since December 2018?
- Information regarding DC By-law
- Next Steps

Development Charges Study Process Overview



Stakeholder Engagement

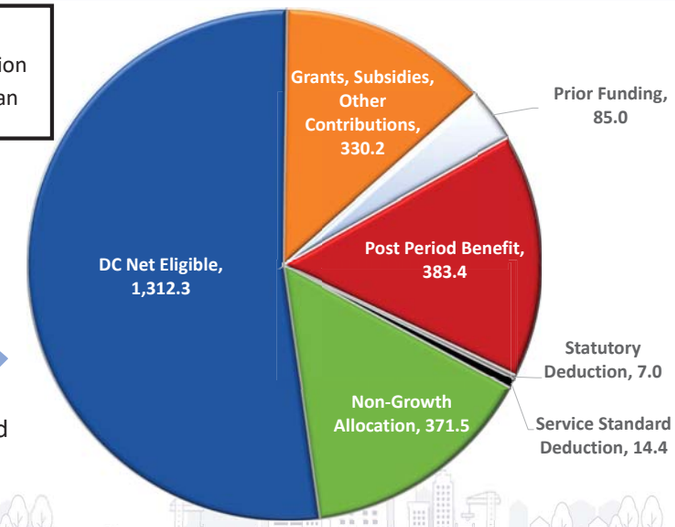
- 25 DC Stakeholder meetings
- 2019.5 GMIS Consultation
- Individual DC Stakeholder meetings
- DC Study Get Involved webpage
- DC Study Open House
- Public Participation Meeting

Policy Decisions

- Local Servicing Policy
- Area Rating
- Built Area Servicing
- New DC Rate Components
- UWRF Retirement
- Non-residential Rate Review
- Interest on Working Capital

DC Capital Plan Breakdown ($millions)

$2.5 Billion
DC Capital Plan



Background Study

Rate Calculations

- Number of projects
- Timing of projects
- Deductions

→

- Scope of DC recovery
- Cash flow
- Paid by other sources

Rate Calculations

Net Projects *($)*
Growth
(Population / m²)

= DC Rates

- Splits by type of development
- Amount of forecasted units and space

→

- Recovery for share of costs
- Growth triggering projects

Draft 2019 DC Rates (March 25, 2018)

DC Component	Jan 1 2019 Indexed Rate	Draft 2019 DC Study Rate	% Change	Draft DC Rate December 2018
Hard Services	$25, 724	$27,624		$27,672
Soft Services	$3649	$5013		$5053
UWRF	$2638	$0		$0
Base Rate	**$32,011**	**$32,637**	**2.0%**	**$32,725**
Waste Diversion	$0	$227		$227
Operations Centres	$0	$272		$272
Total Rate	**$32,011**	**$33,136**	**3.5%**	**$33,230**

What's changed from December draft DC rates?

- Technical and other adjustments based on stakeholder discussions and peer review
- Adjustments from GMIS requests
- Adjustments arising from further review by Staff

Reduction of $100 to December 2018 Single Family DC Rate

DC By-law

- DC By-law establishes rules for rates applied, timing of payment and where funds are deposited.
- Changes of note:
  - Timing of payment: shift from calculation of DCs at time of building permit application to building permit issuance
  - Revisions to implement Council-endorsed non-residential conversion policy
  - Clarifications to the Industrial Use DC Act exemption
  - Consolidation of claims rules and Local Service Policy into a single appendix
  - Housekeeping
    - Establishment of reserve funds for Operations Centres and Waste Diversion
    - Removal of Urban Works Reserve Fund items
    - Definitions (colleges and universities and agricultural use)
    - Schedule re: subdivision agreement clauses
- **2014 DC By-law expires August 3, 2019**

Timetable

3.1 PUBLIC PARTICIPATION MEETING – Development Charges Report and Proposed By-law

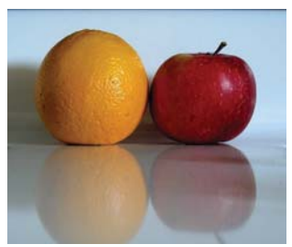
- S. Levin and A. Beaton, Urban League – presenting the attached presentation;
- M. Wallace and B. Veitch, London Development Institute – presenting the submission as included on the Added Agenda;
- D. Schmidt, Corlon Properties – presenting the attached submission specific to their development of the “Neighbourhoods of Sunningdale”;
- G. Playford – noting that other municipalities provide for DC exemptions for affordable housing projects, and further noting that most developers of affordable housing are not-for-profits; encouraging that future consideration be given to this matter;
- B. Polhill, representing J. Matthews – providing information related to Mr. Matthews’ intention to continue to build out his property and the impact that the proposed development charges will have on this, as per the attached submission.

Development Charges – Urban League of London

- **The Urban League is an umbrella group whose members include neighbourhood associations, community groups and individuals from across London.**

- We have been at the Development Charges (DC) table since the early 1990s.
- The Stakeholder group works well.
- We thank Council for continuing to have us at the table.
- Staff have spent significant hours with the Stakeholder Group. They spent a lot of time listening and coming up with a report and a study that reflects competing interests and comes down in a place that is in the best interest of Londoners.

- Some London characteristics make it harder to compare our rate to other municipalities



- In preparing the Background Study, $189 M of road projects have been deferred to keep the DC rate affordable.
- You can certainly move more road projects off into the future to reduce the DC. But it comes with a congestion cost.
- London also includes storm water management in the rate, many other municipalities across the province do not.

- London DCs are higher than say Komoka or Ilderton, because we have a funny thing called traffic caused by having about 400K people living here, including the drivers from outside the city who use the roads without paying for the capital or operating costs.
- This means we have a very large roads component to the DC. In fact over half of the DC.

- We also have a transit system.
- Your discussions later will wrestle with this and your staff have done their best to point out the DC Study implications of changes to the Transportation projects

- Tax money already supports growth.
- About $5.5 M annually in the budget to pay the Development Charges for residential in the core and Old East and for industrial development.
- You may hear this called an “exemption” which suggests it is not paid at all. This is a subsidy. The DC must be paid by someone. The someone here is the taxpayer. It is Council’s decision if this is good public policy. The League supports the 50% subsidy for institutional as the biggest beneficiary are London’s main economic drivers, the Hospitals and the University and the College.

- Another place where growth does not pay for growth is legislated in the DC Act:
- For certain service categories– Corporate Growth Studies, Library, Parks and Recreation, Waste Diversion and Operations Centres – a 10% deduction from the costs otherwise determined to be eligible for inclusion in DC rate calculations is mandated

- Would also like to point out that the Act allows you to include a calculation for the growth related requirements for forms of affordable housing. It is not included in this study but is on the table for the 2024 study.

- Decisions made on transit projects have impacts on other categories of infrastructure (e.g. water, sanitary, storm). These impacts cannot be forecasted until the final project mix is established and properly studied in context of the entire Transportation Master Plan and Development Charges (DC) Background Study.
- **The more that it diverges from the current capital plan, the more likely it is to increase the amount of tax-supported funding that is required.**
- I would be surprised if much, if any of the pathway or sidewalk projects can be funded through development charges.

- Decisions made by Council to include/exclude individual projects may alter the ultimate growth / non-growth splits that drive the project funding mix in the capital budget.
- These impacts cannot be forecasted until the final project mix is established and properly studied in the context of the entire Transportation Master Plan and DC Background Study, both of which may be required to be re-studied at the conclusion of the transit priority setting process.

Urban League's position on the DC Background Study:

- ADOPT it on schedule - If necessary, an updated DC Study can be prepared later.
- If you don't adopt a new DC Background Study and by law on time, then the City cannot collect DCs.

March 25, 2019

Strategic Priorities and Policy Committee

Public Participation meeting – Development Charges Background Report and Proposed By-law

Dave Schmidt, Development Manager, Corlon Properties Inc. 200 Villagewalk Boulevard, London, Ontario N6G 0W8, (519) 660-6200 ext. 2, dschmidt@sunningdalegolf.com

- Corlon Properties and its sister company, Sunningdale Golf & Country Club Ltd. have been proudly developing of the "Neighbourhoods of Sunningdale" in the City's north end for the last 15+ years

- As you may be aware, on March 30, 2017 Gordon Thompson, the president of Sunningdale Golf & Country Club Ltd. announced that due to changing demographics in the golf industry, Sunningdale would transitions from its existing 36-hole facility to an 18-hole layout, north of Sunningdale Road West, no sooner than November 1, 2021

- This land along with our lands already designated "Multi-Family, Medium Density Residential (1989 Official Plan) / "Neighbourhood" (London Plan) which fronts to Wonderland Road north of Sunningdale Road, would then be available for development / redevelopment. These collective lands ("Sunningdale North") total approximately 57 hectares and are located entirely within the City's Urban Growth Boundary

- In May of 2017, we commenced discussion with City of London staff, with respect to the various approvals which will be necessary in order to ultimately development the subject lands

- In September 2018, we commenced discussions with Development Finance about the need to include the following works and services, necessary to develop the subject lands, within the 2019 Development Charges Background Study and associated By-law:

    - two (2) Stormwater Management Facilities (Nos. 6C and 10) and Axford / McCallum Drain Channel Remediation, as identified and approved by Council in the Sunningdale Community Plan and the Sunningdale Are Storm Drainage and Stormwater Management Municipal Class Environment Assessment; and

    - replacement of the Axford / McCallum Drain Culvert - as part of the Sunningdale Road widening project, as per the Sunningdale Road Improvements – Municipal Class Environmental Assessment

- As a result of our various discussions, while we are pleased to learn that Development Finance has included additional funds within the "Sunningdale Road Phase 3 – road widening" estimate, to upgrade the Axford / McCallum Drain Culvert and has also included a Stormwater Management "Contingency Facility", we are disappointed that the total estimated funds necessary to complete both Stormwater Management Facilities (Nos. 6C and 10) and Axford / McCallum Drain Channel

Remediation are not included and identified as separate projects within the 2019 Development Charge Background Study and associated By-law.

- As you may be aware and as set out in Chapter 4 of the 2019 Development Charges Background Study, the Development Charges Act limits (for the purposes of rate calculations), the planning period for hard services (including Stormwater Management) to a 20 year time horizon. In addition, the 2019 DC By-law with expire in 2024. As such, the works and services necessary to facilitate the development of "Sunningdale North" will be required within the 20 year time horizon contemplated by the DC Act and the majority will be necessary within the 5 year duration of the new By-law.

- As per the DC Background Study, the DC Act requires (under Section 5 (1) 1) that "the anticipated amount, type and location of development for which development charges can be imposed must be estimated". The anticipated amount and location of development must be estimated which by their nature require assumptions to be employed. Section 2.2.3 of the DC Background Study indicates that these "projections are necessary for prudent planning of municipal services and facilities". It is our understanding that the City has not assigned any "demand" to our "Sunningdale North" lands despite...

    - the fact that our lands are in the growth boundary;
    - our signalled intentions to develop;
    - part of our lands being designated for "Multi-Family, Medium Density Residential (1989 Official Plan) / "Neighbourhood" (London Plan); and
    - significant past investments (DC related and others) in hard and soft services in north London, which render these lands as some of most attractive lands to develop, from a municipal finance perspective.

  The City has advised that "demand" has not been assigned to these lands as a result of the existing "Open Space" land use designation (1989 Official Plan) / "Greenspace" (London Plan).

- Notwithstanding this, we have recently retained Altus Group to review this matter. They have advised that the DC Act does not restrict the City to assign anticipated / estimated development to only lands designated to accommodate residential or non-residential development. The anticipated amount of development included in a DC Study can include anything ranging from designated and approved lands or developments to potential development, anticipated trends or development prospects. This is consistent with past DC Background Studies undertaken in the City of London, which included capital works which were necessary to service lands which had yet to receive their ultimate land use designation, within the Official Plan.

- In addition, the DC Act requires that "the increase in the need for service attributable to the anticipated development must be estimated...only if the council of the municipality has indicated that it intends to ensure that such an increase in need will be met". "The

determination as to whether a council has indicated such an intention may be governed by the regulations".

> *For the purposes of paragraph 3 of subsection 5 (1) of the Act, the council of a municipality has indicated that it intends to ensure that an increase in the need for service will be met if the increase in service forms part of an official plan, capital forecast or similar expression of the intention of the council and the plan, forecast or similar expression of the intention of the council has been approved by the council. O. Reg. 82/98, s. 3. (emphasis added)*

As previously mentioned the stormwater management facilities necessary to serve our "Sunningdale North" lands were identified within the approved "Sunningdale Community Plan" and the Sunningdale Are Storm Drainage and Stormwater Management Municipal Class Environment Assessment identified SWM facility No. 6C and 10 as the preferred alternatives, along with channel improvements (Axford / McCallum Drain) to provide stormwater management servicing for the subject lands, in the event that the property develops in the future. As such, Council has appropriately expressed their intentions, with regards to these works, pursuant to the DC Act.

- Lastly, page 180 of the 2019 DC Study indicates the:

> *Any municipally owned or operated Stormwater management works designed to provide capacity to facilitate growth that are identified through the EA process and are considered to satisfy a regional benefit to growth are to be identified as separate projects in the DC Study and are eligible for a claim from the CSRF (emphasis added)*

- Considering all of the above, we would respectfully request that specific separate projects (instead of a single "contingency facility") be identified in the 2019 DC Background Study - Stormwater Management Services Rate Calculations for "Sunningdale North SWMF 6C", "Sunningdale North SWMF 10" and "Sunningdale North - Axford / McCallum Drain Channel Remediation Works" with appropriate timing and estimated costs (estimates in the EA were made in 2008).

This will enable Colon / Sunningdale to proceed forward confidently with the investments to complete the background studies / research to support the approvals necessary to development the subject lands, which are some of the most attractive lands to develop in the City, from a municipal finance perspective. This would also be consistent with how works and services, in other parts of the City, are included within the DC Background Study and ulitmately financed.

The Storage Company

300 Marconi Gate

- Layout and site plan approved for the entire site at time of application.
- No notice of fees changing for future development
  Site plan is not being changed
  Only one entrance to and from the entire site. This entrance is part of existing development. except for emergency route proposed for the next phase.
  The units to be completed are non-climate-controlled, slab on grade units with no electricity or heating
  No servicing is required for the balance of storage units to be built.
  The site boundaries have railway tracks to the west and industrial to the east and south. Multi-family to the north. Self-storage was the optimum use for this site
  The site has been professionally landscaped and maintained from the beginning.
- Presently phase 1 is at 92% occupancy.(This has taken 7 years to achieve) With consideration for taxes, mortgages and operating costs the business last year still did not break-even, this is without ownership taking out any fees. It is imperative that phase 2 be built to successfully operate this as a business.

- Phase 2 does not affect any part of new development or future roadworks
- The first two years of taxes were assessed based on completion of all units with no rebates for vacancies. Taxes for the first two years were $70,000/year. Taken this into consideration, the first three years of operation the vacancy rates were between 25-30%. With a gross rental amount of $100,000-$120,000 per year. The occupancy rate did not rise above 50% until year 5.
- Present taxes are currently $45,000/year without no allowance for any vacancies. Allowing the balance of units to be built will allow the city to collect $70,000. In taxes per year

- Every city from Woodstock to Windsor and north of London considers self-storage to be industrial zoning. At the same time industrial DC charges for the surrounding areas for industrial are $0. St Thomas is $0.25/square foot. Woodstock is $0.00, Windsor is $0.00

- The DC charge for London whether it be commercial or industrial does not reasonably fit with cost of operating a business. The average cost for building slab on grade self-storage units is $50-$55.00/per square ft. The city of London is requesting a DC charge of $25/sq.ft. No business model can justify or maintain an operation when DC charges and taxes are taken into consideration.

PUBLIC TRANSIT INFRASTRUCTURE STREAM - TRANSPORTATION PROJECTS

Strategic Priorities and Policy Committee
March 25, 2019

Meeting To Date

- **March 14th** Rapid Transit History
- **March 20th** Transportation List Public Participation Meeting
- **March 25th** Project List Selection By Council
- **March 26th** Final Endorsement by Council

The Funding Opportunity

$130M	$170M	$200M
Municipal contribution	Provincial investment	Federal allocation

Funding Eligibility Criteria

- Improved capacity of public transit Infrastructure
- Improved quality and/or safety of transit systems
- Improved access to a public transit system

Ability to Submit

- Sufficient information for a business case
- Must increase the number of user of the transit and active transportation systems
- Part of a land-use or transportation plan or strategy

Today's Meeting

Next Steps

March 28th
NOTICE: Transit Project Assessment Process Ends

March 29th – April 27th
30-day Public Comment Period

April 27th – June 1st
35 days for a Minister's Decision

June 1st
Complete Environmental Assessment

Transportation Project List

Transit Projects:	Transit Supportive Projects:
1. Downtown Loop	10. Pedestrian Street Connectivity Improvements to the Transit Network
2. Wellington Road Gateway	11. New Sidewalks
3 East London Link	12. Adelaide Street Underpass Active Transportation Connections
4. North Connection	13. Active Transportation Improvements across Transit Route Bridges
5. West Connection	14. Dundas Place Thames Valley Parkway Active Transportation Connection
6. Intelligent Traffic Signals (TIMMS)	15. Dundas Street Old East Village Streetscape Improvements
7. Expansion buses	16. Oxford Street / Wharncliffe Road Intersection Improvements
8. On-board Information Screens	17. Cycling Routes Connecting to Downtown Transit
9. Bus Stop Amenities	18. Cycling Routes Connecting to Transit throughout the City
	19. Enhanced Bike Parking

Rapid Transit Decoupled Projects: Benefit/Cost Ratios

On March 12, 2019, the Honourable Jeff Yurek, Minister of Transportation provided a letter to Mayor Holder which outlined his guidance and recommendations for submitting projects to the Province for funding consideration. Specifically, Minister Yurek recommended that the City of London submit "individual projects with standalone business cases in priority sequence." Given the short timeframe for the review and approval of projects, this would allow the province to review each project in a timely manner while allowing for submissions of projects requiring additional time for development to be reviewed as they are prepared.

Staff have been working diligently with IBI, the Rapid Transit Consultant (who has been working through this weekend) to develop business cases for each of the individual components of the plan. The benefit/cost ratios, which are a critical component of the business case, are now available in draft form. For reference purposes, the benefit/cost ratio for the entire system is 1.18.

The benefit/cost ratios for each of the corridors are individually lower than the system as a whole as there is a decrease in network wide efficiencies. The individual benefit/cost ratios range between 0.5 and 1.0, noting that some of the numbers are not yet finalized. The work on the West and North Connections is still underway and is expected to be completed shortly. Combining any of the legs will result in a comparatively improved benefit/cost ratio due to the increased network efficiencies. The table below summarizes the draft calculations to date:

Table 1 Draft Benefit to Cost Ratios for decoupled Rapid Transit Projects

Project	**Benefit/Cost Ratio**
Downtown Loop	1.0
East London Link	0.5
Wellington Road Gateway	0.6
North Connection	0.5-0.75
West Connection	0.5-0.75

The work to finalize these calculations is currently underway and is expected to be completed by the submission deadline of March 31, 2019.

Project #	Category	Project Description	IN	OUT	Project Cost ($ Millions)	Source of Financing		Note if Applicable
						PTIS	Municipal Contribution	
1	Transit	Downtown Loop			$ 28.5	$ 21.1	$ 7.4	Component of original BRT capital budget.
2	Transit	Wellington Road Gateway			$ 131.8	$ 97.5	$ 34.3	Component of original BRT capital budget.
3	Transit	East London Link			$ 120.2	$ 88.9	$ 31.3	Component of original BRT capital budget.
4	Transit	North Connection			$ 147.3	$ 109.0	$ 38.3	Component of original BRT capital budget.
5	Transit	West Connection			$ 72.2	$ 53.4	$ 18.8	Component of original BRT capital budget.
6	Transit	Intelligent Traffic Signals (TIMMS)			$ 28.0	$ 20.7	$ 7.3	Dependent upon projects 1 to 5. No funding approved in capital plan other than $15M from BRT. Planned for inclusion in 2020 Multi-Year Budget.
7	Transit	Expansion Buses			$ 25.2	$ 18.6	$ 6.6	Dependent upon projects 2 to 5.
8	Transit	On-Board Information System			$ 5.0	$ 3.7	$ 1.3	New, not in current capital plan.
9	Transit	Bus Stop Amenities			$ 1.1	$ 0.8	$ 0.3	New, not in current capital plan.
10	Transit Supportive	Pedestrian Street Connectivity Improvements to the Transit Network.			$ 21.8	$ 16.1	$ 5.7	
11	Transit Supportive	New Sidewalks			$ 11.1	$ 8.2	$ 2.9	
12	Transit Supportive	Adelaide Street Underpass Active Transportation Connection			$ 18.9	$ 11.8	$ 7.1	$3M of estimated land costs assumed ineligible for PTIS funding.
13	Transit Supportive	Active transportation improvements across transit route bridges			$ 31.4	$ 23.3	$ 8.1	Dependent upon project 5.
14	Transit Supportive	Dundas Place Thames Valley Parkway Active Transportation Connection			$ 4.0	$ 3.0	$ 1.0	
15	Transit Supportive	Dundas Street Old East Village Streetscape Improvements			$ 8.2	$ 6.1	$ 2.1	
16	Transit Supportive	Oxford Street/Wharncliffe Road Intersection Improvements			$ 17.8	$ 6.5	$ 11.3	$9M of estimated land costs assumed ineligible for PTIS funding.
17	Transit Supportive	Cycling Routes Connecting to Downtown Transit			$ 7.7	$ 5.7	$ 2.0	
18	Transit Supportive	Cycling Routes Connecting to Transit throughout the City			$ 38.7	$ 28.6	$ 10.1	
19	Transit Supportive	Enhanced Bike Parking			$ 4.0	$ 3.0	$ 1.0	

Amounts Subject to Rounding

APPENDIX "B"

INNOVATION PARK PHASE I
5 ACRE AERIAL OF PART BLOCK 4 OF PLAN 33M-544
PURCHASE LANDS

Subject to Final Survey

APPENDIX "B"…cont'd

REMAINING PART OF BLOCK 4 ON PLAN 33M-544
OPTION LANDS

Subject to Final survey.

APPENDIX "C"

Agreement of Purchase and Sale

CLASS 1 SALE

THIS INDENTURE dated the 8 day of February, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

DANCOR CONSTRUCTION LIMITED

Address: 15825 Robin's Hill Road, London, Ontario N5V 0A5

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase I, in the City of London, in the County of Middlesex, containing **5 acres**, more or less subject to survey, located on the east side of Innovation Drive, and being composed of **Part of Block 4 on PLAN 33M544,** municipally known as 2350 Concept Drive, and shown outlined on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Three Hundred and Fifty Thousand Dollars **($350,000.00)**
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars **($70,000.00)**
per acre, with normal municipal services available in the road allowance.

The Purchaser submits
Thirty Five Thousand Dollars **($35,000.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 60 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 60 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages.

Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 90 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

11. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

12. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

13. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

14. Schedules A, B, C, D, E, & F attached hereto form part of this Agreement.

15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **March 29th, 2019**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 8 day of February, 2019.

SIGNED, SEALED & DELIVERED
in the presence of

Witness:

) DANCOR CONSTRUCTION LIMITED
) Purchaser
)
)
)
)
) **Signature of Signing Officer**
) Name: Sean Ford
Title: A.S.O.
) I have authority to bind the Corporation
)
)
)
)
) **Signature of Signing Officer**
) Name & Title:
) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

NOTE: **Schedule "A" attached - "Purchaser's Declaration of Intent"**
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"
Schedule "D" attached – "Additional Conditions for the Purchaser's Benefit"
Schedule "E" attached - "Option Agreement for remaining Part of Block 4"

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase I, Part of Block 4
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 4 of Plan 33M-544 (5 Acres)
Name, Address, Postal Code of Purchaser:	Dancor Construction Limited 15825 Robin's Hill Road London, ON N5V 0A5
Local Company: **Yes** No	
Intended Use of Building - (Describe):	Warehouse and Distribution
Major Industrial Classification of User:	Warehouse, Distribution and Ancillary Office
List of Products Manufactured/Handled:	Distribution of Construction Materials
Number of Employees Anticipated:	20 (Full Time)
Number of Square Feet of Building Proposed:	60,000 square feet
Number of Square Feet in Property Purchase:	217,800 square feet
Proposed Building Coverage as % of Lot Area:	27.5 percent (27.5%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	Additional 40,000 square feet in future
Proposed Building Material for this Project:	Block, metal siding, insulated panel
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Rigobon, Carl: Barristers & Solicitors (Cindy M. Aulicino) 3700 Steeles Ave. West, Suite 701, Woodbridge ON, L4L 8K8
Telephone:	905-850-5060

Purchaser's Executive Completing this Form:
Sean Ford
A.S.O.
Dancor Construction Limited

(signature)
I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

3. In this policy,

   (a) Commencement of construction means the date upon which a building permit is issued by the City;
   (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
   (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

5. A class 1 sale shall be subject to the following conditions:

   (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

   (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

   (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

   (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.

7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.

13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.

16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

19. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

20. The cost of service connections from the main to the property line is the responsibility of the purchaser.

21. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "C"

PART OF BLOCK 4 OF PLAN 33M-544

Subject to Final Survey

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS
The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramouncy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence" period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property.

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5 acres multiplied by $70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by $70,000 per acre.

Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than sixty (60) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Securing Lease Agreement with Tenant

The Purchaser shall have sixty (60) days from acceptance of this offer to finalize and secure a lease agreement with the Purchaser's tenant satisfactory to the Purchaser in its sole discretion. Unless that Purchaser gives notice in writing to the Vendor within sixty (60) days from acceptance of this offer that this condition was been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction. This condition is inserted for the benefit of the Purchaser and may be waived by the Purchaser at any time.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than sixty (60) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

Option to Purchase remaining Part of Block 4 in 33M-544

The Vendor agrees to grant to the Purchaser an Option to purchase the lands identified in Schedule E-1 on the terms contained in Schedule F.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

    a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;

    b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;

    c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;

    d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and

    e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.

5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

SCHEDULE "E"

OPTION AGREEMENT FOR REMAINING PART OF BLOCK 4 ON PLAN 33M-544

This Option Agreement dated the _____day of_____,2019.

In pursuance of the Short Forms of Conveyances Act (Ontario).

Between:

THE CORPORATION OF THE CITY OF LONDON, a municipal Corporation incorporated under the laws of Ontario, hereinafter called "the Optionor"
- OF THE FIRST PART -

and

DANCOR CONSTRUCTION LIMITED
hereinafter called "the Optionee"
- OF THE SECOND PART -

WHEREAS the Optionor is the registered owner of an estate in fee simple in the lands hereinafter referred to;

AND WHEREAS the Optionee requires title in fee simple, free and clear of all liens, claims, charges or encumbrances to the lands of the Optionor described as remaining northern portion of Block 4 On Plan 33M-544, being approximately 7.1 acres, subject to final survey, in the City of London, County of Middlesex and shown outlined in red on the plan attached hereto as Schedule "E-1" hereinafter referred to as the Lands;

AND WHEREAS the Optionor has agreed to sell the Lands to the Optionee and the Optionee has agreed to purchase the lands from the Optionor upon the terms and conditions hereinafter set forth;

NOW THEREFORE this agreement witnesseth that in consideration of these presents, and in consideration of the payment or payments made or to be made to the Optionor by the Optionee in accordance with the provisions of the agreement, the Optionor agrees to sell to the Optionee and the Optionee agrees to purchase from the Optionor the Lands upon the terms and subject to the conditions hereinafter set forth in respect of which the Optionor and the Optionee respectively covenant and Agree as follows:

1. The Optionee shall have the right at any time prior to **April 1, 2024** (the "Expiry Date") to deliver a notice to the Optionor specifying a date for completion of the transaction of purchase and sale contemplated hereby. The date for completion ("Closing") specified in such notice from the Optionee to the Optionor shall be no less than 30 days and no more than 60 days after the date of such notice. If the Optionee does not give such a notice prior to the Expiry Date then this Agreement shall terminate and neither the Optionor nor the Optionee shall have any further obligations hereunder.

2. The purchase price for the Lands shall be **Four Hundred and Ninety Seven Thousand Dollars ($497,000.00)**. The purchase price shall be paid by cash or cheque of lawful money of Canada as follows:

(a) **Two Dollars ($2.00)** to be paid within ten (10) days of the date of execution of this agreement by the Optionee as a non-refundable deposit on account of the purchase price, the receipt of which is hereby acknowledged by the OPTIONOR;

(b) a further deposit of **Forty Nine Thousand Seven Hundred Dollars ($49,700.00)** to be paid on account of the purchase price by the Optionee upon delivery of the notice referred to in paragraph 1 of this agreement;

(c) the balance of the purchase price shall be paid by the Optionee on Closing, less the amount of deposits made under paragraphs 2(a) and 2(b) of this agreement.

(d) Area Adjustments: The purchase price payable by the Optionee to the Optionor for the Property is calculated at 7.1 acres multiplied by $70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by $70,000 per acre.

3. The Optionor shall on Closing execute and deliver to the Optionee a good and valid deed or Transfer (the "Conveyance") of the Lands in appropriate form for registration in the land registration office where the Lands are recorded in order to enable the Optionee to be registered as owner in fee simple of such Lands and the Optionor covenants with the Optionee that it will execute such further assurances of the Lands as may be requisite. The Optionee agrees to be bound by the Policy of the Corporation of the City of London with respect to the sale and / or transfer of City-owned industrial land, which Policy is attached hereto as Schedule "A" to this Option, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive closing of this transaction to such extent as may be required to give effect to the said Policy. The Optionee agrees to be bound by special previsions of Innovation Park Subdivision Agreement & Urban Design Guidelines for Innovation Park and shall survive closing of this transaction. As a condition of this Option, the Optionee agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

4. The Optionor covenants, represents and warrants that title to the Lands is, and on Closing will be, good and free from all encumbrances. If prior to Closing any valid objection to title or to the fact that the proposed use of the Lands by the Optionee may not lawfully be undertaken is made in writing to the Optionor and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and, notwithstanding the provisions of paragraph 2 of this agreement, all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.

6. The Optionor covenants to the Optionee that it has the right to convey the Lands to the Optionee notwithstanding any act of the Optionor and that the Optionee shall have quiet possession of the lands free from all encumbrances from and after Closing.

7. The Lands and any other things being purchased shall be and remain until Closing at the risk of the Optionor. Pending Closing, the Optionor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Optionee may either terminate this agreement or else take the proceeds of any insurance and complete the purchase.

8. The Optionee acknowledges and understands that should the Optionor receive at any time prior to the Expiry Date, a bona fide unconditional offer to purchase the Lands, for a sum in cash exceeding the amount as set out in paragraph 2 of this agreement, the Optionee shall have the right to:

(a) within thirty (30) days of the date of receipt of notice from the Optionor of a higher offer to increase the purchase price payable under paragraph 2 of this agreement to match the higher offer and upon exercising this right, this agreement shall continue in full force at the new purchase price;

(b) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith deliver notice to the Optionor pursuant to paragraph one (1) of this agreement specifying the date of completion of the transaction of purchase and sale contemplated by this agreement, or;

(c) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith delivery notice to the Optionor that it does not intend to exercise its right under

Subparagraphs 7 (a) or 7 (b). Upon receipt of such notice the Optionor shall be free to enter into an agreement of purchase and sale with a person submitting the bona fide unconditional offer. This agreement shall terminate upon the completion of the sale as provided for in the agreement of purchase and sale except that if an agreement of purchase is not entered into or the sale as provided for in the agreement of purchase and sale is not completed, then this agreement shall continue in full force and the purchase price shall remain the same as the purchase price in effect prior to the bona fide offer.

The Optionor shall enclose a copy of the bona fide unconditional offer with notice to be given by it to the Optionee pursuant to Subsection 7(a), (b) and (c).

9. The Optionor represents that it is a public service body as defined in Section 123(1) of the Excise Tax Act. The sale of the property subject to this agreement is an exempt supply except when the purchaser is an individual or an unincorporated business enterprise. All Harmonized Sales Tax (HST), if any, which may be payable in connection with this transaction shall be in addition to an not included in the Purchase Price. The Optionee is a HST Registrant and will account for its HST liability, if any, in accordance with Subsection 228(4) of the Excise Tax Act.

10. The Optionor shall pay all charges including, without limitation, taxes (including local improvements) levied against the Lands up to and including Closing and the Optionee shall pay all said taxes after that date.

11. All notices required or permitted to be given hereunder shall be in writing and may be given by either (i) delivering the same to the other party, or (ii) if postal service is fully operative, by mailing same by registered mail postage prepaid:

in case of the Optionor to:

The Corporation of the City of London
Realty Services Division
300 Dufferin Avenue, 9th floor
London, ON N6A 2L9
Attention: Manager of Realty Services

and in the case of the Optionee to:

DANCOR CONSTRUCTION LIMITED
15825 Robin's Hill Road
London, Ontario N5V 0A5

Attention: Sean Ford, A.S.O.

or to such other address as the Optionee and the Optionor respectively may from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the date on which it was delivered or if mailed shall be deemed to have been given to and received by the addressee on the fifth business day following the date on which it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given when actually received.

12. Schedules B and E-1 attached hereto form part of this Agreement

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 8 **day of** February**, 2019.**

SIGNED, SEALED & DELIVERED
in the presence of

Witness:

) DANCOR CONSTRUCTION LIMITED
) Purchaser
)
)
)
) Signature of Signing Officer
) Name: Sean Ford
Title: A.S.O.
) I have authority to bind the Corporation
)
)
)
)
) Signature of Signing Officer
) Name & Title:
) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

3. In this policy,

   (a) Commencement of construction means the date upon which a building permit is issued by the City;
   (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
   (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

5. A class 1 sale shall be subject to the following conditions:

   (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

   (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

   (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

   (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.

7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.

13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.

16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

19. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

20. The cost of service connections from the main to the property line is the responsibility of the purchaser.

21. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

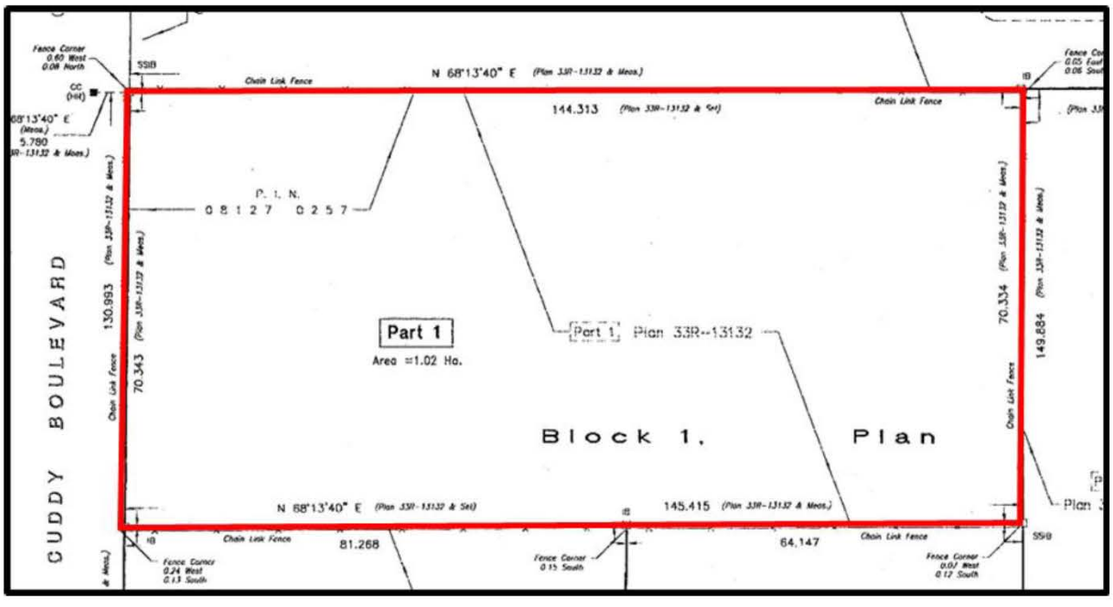
SCHEDULE "E-1"

REMAINING PART OF BLOCK 4 ON PLAN 33M-544

Subject to final survey.

APPENDIX "B"

PURCHASE LANDS
PART 1, PLAN 33R-16368
CUDDY INDUSTRIAL LANDS



APPENDIX "C"

AGREEMENT OF PURCHASE AND SALE

CLASS 1 SALE

THIS INDENTURE dated the _____ day of _____, **2019**

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

1960946 ONTARIO INC.

Address: 525 McGarrell Place, London ON N5G 5L3

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated on the east side of Cuddy Boulevard, in the City of London, in the County of Middlesex, containing approximately 2.52 acres, more or less subject to survey, municipally known as 6 Cuddy Boulevard, and being composed of Part 1 of Plan 33R-16368, and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and One Thousand Six Hundred Dollars **($201,600.00)**
of lawful money of Canada calculated at the rate of

Eighty Thousand Dollars ($80,000.00)
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits
Twenty Thousand One Hundred and Sixty Dollars **($20,160.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 30 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

APPENDIX “C” Cont’d

AGREEMENT OF PURCHASE AND SALE

5. The Purchaser is to be allowed 30 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 60 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, D attached hereto form part of this Agreement.

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **_31st_day of _March_, 2019**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 4th day of March, 2019.

SIGNED, SEALED & DELIVERED
in the presence of

Witness:

1960946 ONTARIO INC.

Signature of Signing Officer
Name: Robin Meisner
Title: Director, 1960946 Ontario Inc.
I have authority to bind the Corporation

Witness:

Signature of Signing Officer
Name:
Title:
I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

NOTE: **Schedule "A" attached - "Purchaser's Declaration of Intent"**
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"
Schedule "D" attached – "Additional Terms and Conditions"

Realtor:

Andrew Johnson, Sales Representative
Cushman & Wakefield
620 A Richmond Street, 2nd Floor, Box 19
London, ON N6A 5J9

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section:	Cuddy Boulevard Lands
Lot & Conc./Part No./Block, etc.; Acres:	Part 1 on Plan 33R-16368 (2.52 Acres)
Name, Address, Postal Code of Purchaser:	1960946 Ontario Inc. 525 McGarrel Place, London On N5G 5L3
Local Company: **Yes** No	Existing company in London
Intended Use of Building	Business uses under permitted zoning requirements.
Major Industrial Classification of User:	Warehouse / Office Space
List of Products Manufactured/Handled:	N/A
Number of Employees Anticipated:	Projected 80 (Full Time)
Number of Square Feet of Building Proposed:	30,000 sq. ft.
Number of Square Feet in Property Purchase:	109,771 sq. ft.
Proposed Building Coverage as % of Lot Area:	27.3 percent (27.3 %)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Doug Cassino-Belanger Cassino Coulston & Gallagher 759 Hyde Park Road, London, ON N6H 3S2
Telephone:	519-742-6310
Purchaser's Executive Completing this Form: Robin Meisner Director, 1960946 Ontario Inc.	(signature) I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "B"

Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

3. In this policy,

   (a) Commencement of construction means the date upon which a building permit is issued by the City;
   (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
   (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

5. A class 1 sale shall be subject to the following conditions:

   (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

   (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

   (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

   (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.

7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.

13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.

16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

20. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

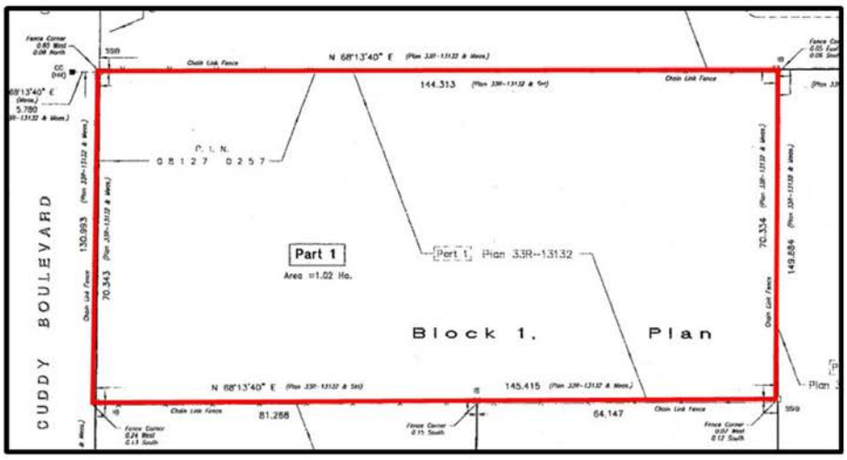
21. The cost of service connections from the main to the property line is the responsibility of the purchaser.

22. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "C"
Part 1 of 33R-16368



APPENDIX “C” Cont’d

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramountcy of Schedule “D”

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule “B” thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Real Estate Commission

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in additional to the Purchaser’s signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment “C” of By-law No. A.-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

Attachment “C” of By-law No. A.-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

(a) Transactions up to $100,000 – 5%,
(b) Transactions up to $200,000 – 5% for the first $100,000, 3% above $100,000 to $200,000
(c) Transactions over $200,000 – 5% for the first $100,000, 3% above $100,000 to $200,000, and 2% above $200,000 for remainder.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City’s Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer

Municipal Services

Subject to the Purchaser’s right of review of the Vendor’s easement requirements during the ‘due diligence” period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

APPENDIX “C” Cont’d

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "D" Cont’d

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City.

The Purchaser acknowledges that the property lands are in an ‘as is’ condition. The purchaser is advised that the property will require, at the purchaser’s sole cost and expense, onsite storm water quantity and quality controls, in accordance with the approved engineering subdivision plans, current City policies and applicable legislation. As part of the Purchaser’s due diligence, the Purchaser shall satisfy itself and its sole risk and cost as to the total developable area available on the property.

The Purchaser also acknowledges that the Seller makes no representations and/or warranties with respect to the state of any improvements in, above, on, or under the property, inclusions of fixtures, or ownership of fixtures, and the Purchaser agrees to accept the Property “as-is”. The Vendor shall not be obliged to remove any chattels or fixtures.

Purchase Condition – Environmental

This offer is conditional upon the Buyer, at the Buyer’s expense, conducting environmental inspections and investigations of the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than thirty (30) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Purchase Condition – Geotechnical Review

This offer is conditional upon the Buyer, at the Buyer’s expense, conducting geotechnical inspections for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than thirty (30) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer’s expense, determining the financial feasibility of the Buyer’s intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than thirty (30) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Appendix "B"

London
CANADA

W12A Landfill Property Value Protection Plan

This agreement is between:

The Corporation of the City of London ("City")

and the owner(s) of 5435 White Oak Road, London Ontario legally described as PART LOT 21 CONCESSION 5 DESIGNATED AS IN 565826 LONDON/WESTMINSTER, London, Ontario -Schedule "A"

Samuel John Shirley (the "Owner(s)")

The owners acknowledge that they wish to sell their property according to the procedures set forth in the W12A Landfill Property Value Protection Plan. These procedures are:

a) The City will retain a qualified appraiser to estimate the value of the property as if there is no landfill nearby. Added value to the property by the presence of the landfill such as improved water supply or "right of first refusal" payments under this program shall not be reflected in the appraised value. The value of the property shall be determined as at the date of the notice.

b) The property owner has the right to hire a qualified property appraiser of their choice and at their cost should there be disagreement the appraisal obtained by the City.

c) If the difference between the two values is less than 10%, the City will accept the higher value as the appraised value of the property and guarantee this value.

d) The Civic Administration will create a pool of qualified appraisers acceptable to the Manager of Realty Services. If the difference between the City's and the Owner's appraisals is more than 10% higher than the lower appraisal, the City and the Owner shall select a mutually agreed upon third appraiser from the pre-qualified pool who will conduct a peer review of the original appraisals and determine the fair market value of the property based on the information contained in the original appraisals. If the parties can not agree on the choice of the third appraiser, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market. The City and the Owner will share equally in the cost of the third appraiser.

   If the difference between the City's and the Owner's appraisals is more than 20% higher than the lower appraisal, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market.

e) The values determined by the appraisers shall govern the determination of the value of the property for the purposes of the Property Value Protection Plan for a period of at least twelve months following the date of the written notice from the property owner. If an owner wishes to invoke the Property Value Protection Plan again after this twelve month period, the owner may do so subject to paragraph (j) following.

f) Following the establishment of the appraised value of the property, the City may offer to purchase the property at the appraised value. If the City does not make such an offer, the owner will list the property with a realtor who will actively promote the property by advertising and by use of the Multiple Listing Service.

g) If the owner does not receive a bona fide Offer to Purchase within six months of the date of listing with a realtor who has actively promoted the property by advertising and use of the Multiple Listing Service, then the owner may require the City to purchase it at the appraised value.

h) If the owner receives a bona fide Offer to Purchase within six months which is less than the appraised value, then the owner may require the City to pay the difference

between the purchased price and the appraised value qualified by a right of first refusal in any sale as per paragraph i).

i) The Property Value Protection Plan is qualified by the retention by the City of a right of first refusal in any sale. In other words, rather than paying the difference between the offered price and the appraised value, the City may elect to purchase the land at the appraised value. The right of first refusal will be exercised by the City within twenty business days of receipt of the offer, where a business day is Monday through Friday inclusive and does not include a Statutory Holiday. The owner shall notify prospective third party purchasers of the existence of the City's right of first refusal.

j) The following governs the cost of the appraisals if an owner invokes the plan more than once.

- In the event an owner invokes the Property Value Protection Plan after twelve months but prior to thirty-six months of having previously invoked the plan, the owner shall pay the full cost of all appraisals.
- If the owner invokes the Plan between three to six years after last invoking the Plan, the cost of all of the appraisals shall be paid 50% by the owner.
- If the owner invokes the Plan after six years of having previously invoked the Plan, paragraphs a), b) and d) would govern with respect to the cost of appraisals.

k) Nothing in paragraphs j) shall prevent an application to the City by the owner to waive these subsections on compassionate grounds in extenuating circumstances.

l) The Property Value Protection Plan will not apply to subsequent purchasers of the land.

m) The Property Value Protection Plan will apply to sales by the estate of a deceased owner who would have been eligible if they were still alive. Subsequent owners who acquire the land by inheritance from an eligible owner are eligible.

n) A subsequent owner who acquires land without application of the Property Value Protection Plan from a parent, spouse or person with who he or she has cohabited, as defined in the Family Law Act, is also an eligible owner under the Plan.

Signed: Date:

The Corporation of the City of London

Mayor, Ed Holder

City Clerk, Catharine Saunders

Owners

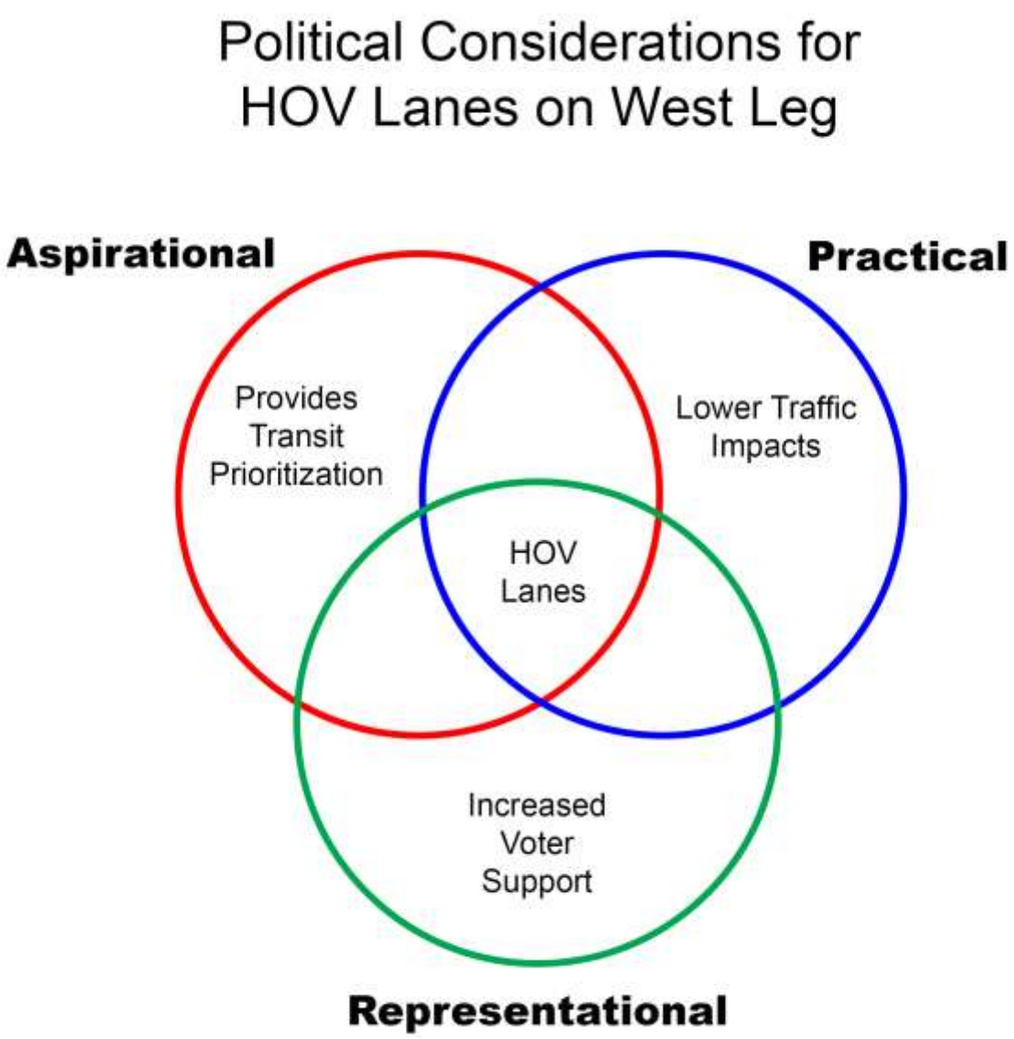
Samuel John Shirley FEB 4/19

RE: HOV Lanes

Dear Colleagues,

I hope you will support the assessment of HOV lanes on a network basis for London, where they will be evaluated for future feasibility along the arteries in the next Transportation Masterplan update. Not only do they encourage carpooling as a means of reducing congestion but are another way to give greater priority to transit.

In the future, HOV lanes may be a way to resolve the conflicts that left us without a West Connection for the BRT since residents seemed to have more support for this idea at the door and the impacts on traffic would have been lower. As illustrated below, they represent a fairly good balance of the aspirational, practical and representational considerations we were making.



I think it is worth noting how predictable the criticisms are when we sacrifice one consideration for another. We are accused of lacking vision if we prioritize the practical over the aspirational and fanaticism by those who think practical concerns should outweigh the aspirations. We are "weak" and "lack the courage of our convictions" if ideals are sacrificed to public opinion and accused of arrogance or not listening if we hold to lofty plans when the public objects. If practical concerns trump citizens' wishes, we are uncompromising or deaf to their concerns but if we let the representational outweigh the practical then we are charged with making poor decisions for "political" reasons. Our job seems to present us with unending dilemmas.

Sincerely,

Michael van Holst

Civic Works Committee

Report

7th Meeting of the Civic Works Committee
April 2, 2019

PRESENT:	Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman, E. Peloza
ABSENT:	Mayor E. Holder
ALSO PRESENT:	Councillor J. Helmer; G. Dales, M. Elmadhoon, J. Mackay, D. MacRae, M. Ribera, P. Shack, J. Stanford and B. Westlake-Power

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Peloza
Seconded by: S. Lewis

That items 2.1-2.6, BE APPROVED.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 4th Report of the Cycling Advisory Committee

Moved by: E. Peloza
Seconded by: S. Lewis

That it BE NOTED that the 4th report of the Cycling Advisory Committee from its meeting held on March 20, 2019, was received.

Motion Passed

2.2 Bostwick Road Realignment Environmental Study Report

Moved by: E. Peloza
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Bostwick Road Realignment Municipal Class Environmental Assessment:

a) the Bostwick Road Realignment Environmental Study Report prepared by Parsons Inc., and dated March 21, 2019 BE ACCEPTED;

b) a Notice of Study Completion for the project BE FILED with the Municipal Clerk; and,

c) the Environmental Study Report BE PLACED on the public record for a 30 day review period, it being noted that revised maps related to this matter, were received. (2019-E05)

Motion Passed

2.3 Southdale Road West and Bostwick Road Improvements Environmental Study Report

Moved by: E. Peloza
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Southdale Road West / Bostwick Road Improvements Environmental Assessment:

a) the Southdale Road West / Bostwick Road Improvements Municipal Class Environmental Study Report prepared by Aecom Canada Ltd., and dated March 23, 2019 BE ACCEPTED;

b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and

c) the Environmental Study Report BE PLACED on the public record for a 30 day review period. (2019-E05)

Motion Passed

2.4 RFP 19-03 Tree Inventory Update

Moved by: E. Peloza
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of the Tree Inventory Update:

a) that approval hereby BE GIVEN to enter into a one year contract with two additional option years for Tree inventory Update to Davey Tree Expert Co. of Canada, Limited, 500 – 611 Tradewind Drive, Ancaster, Ontario, L9G 4V5; at a total cost of $517,000 (excluding HST);

b) the financing for this purchase BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated April 2, 2019;

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

d) 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; 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. (2019-E04)

Motion Passed

2.5 Single Source Procurement Material Recovery Facility Old Corrugated Cardboard Screen Upgrade

Moved by: E. Peloza
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Single Source Procurement, Material Recovery Facility Old Corrugated Cardboard Screen Upgrade:

a) that approval BE GIVEN to exercise the single source provisions section 14.4 (d)(e) of the Procurement of Goods and Services Policy for purchase and installation of new mechanical components (screen deck disk screens and ancillary equipment) to upgrade the existing old corrugated cardboard screen at the Material Recovery Facility for a cost greater than $50,000;

b) the single source negotiated price BE ACCEPTED to hire Miller Waste Systems Inc., to purchase and install new mechanical components (screen deck disk screens and ancillary equipment) to upgrade the existing old corrugated cardboard screen at the Materials Recovery Facility for a total estimated price of $140,416.01 (excluding HST);

c) the financing for this purchase BE RELEASED as set out in the Source of Financing Report as appended to the staff report dated April 2 2019, conditional that satisfactory terms and conditions can be negotiated and approved;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase and the reallocation of the necessary capital funds; and,

e) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2019-F17)

Motion Passed

2.6 2014 – 2018 Community Energy Action Plan – Final Update

Moved by: E. Peloza
Seconded by: S. Lewis

That, on the recommendation of the Director of Environment, Fleet and Solid Waste, the report dated April 2, 2019 related to the conclusion of the 2014-2018 Community Energy Action Plan activities, BE RECEIVED for information. (2019-E17)

Motion Passed

2.7 Development of the Next Community Energy Action Plan (CEAP) 2019 – 2023

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Director, Environment, Fleet and Solid Waste, the next steps for the development of the 2019-2023 Community Energy Action Plan, as presented in the report dated April 2, 2019, BE RECEIVED for information. (2019-E17)

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: E. Peloza
Seconded by: S. Lewis

That the Deferred Matters list as of March 25, 2019, BE RECEIVED.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.2 (ADDED) 3rd Report of the Transportation Advisory Committee

Moved by: M. van Holst
Seconded by: E. Peloza

That it BE NOTED that the 3rd Report of the Transportation Advisory Committee, from its meeting held on March 26, 2019, was received.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.3 (ADDED) High-Occupancy Vehicle (HOV) in Next Transportation Master Plan (TMP) Update

Moved by: M. van Holst
Seconded by: P. Squire

That HOV lanes BE ASSESSED at a network level in the next update to the Transportation Master Plan; it being noted that they provide a potential new option for transit prioritization; it being further noted that the communication dated March 30, 2019 from Councillor M. van Holst with respect to this matter, was received.

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Nays: (1): E. Peloza

Absent: (1): E. Holder

Motion Passed (4 to 1)

6. Adjournment

The meeting adjourned at 4:22 PM.

Community and Protective Services Committee

Report

5th Meeting of the Community and Protective Services Committee
April 1, 2019

PRESENT:	Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Peloza, S. Hillier
ABSENT:	Mayor E. Holder
ALSO PRESENT:	Councillors J. Helmer and P. Squire; R. Armistead, J. Bunn, S. Datars Bere, L. Hamer, A. Hunt, O. Katolyk, G. Kotsifas, L. Livingstone, L. Marshall, J.P. McGonigle, N. Musicco, M. Ribera, M. Schulthess, S. Stafford

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. Salih
Seconded by: E. Peloza

That Items 2.1, 2.2, 2.4, 2.5, 2.6 and 2.7 BE APPROVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 3rd Report of the London Housing Advisory Committee

Moved by: M. Salih
Seconded by: E. Peloza

That the 3rd Report of the London Housing Advisory Committee Report, from its meeting held on March 13, 2019, BE RECEIVED.

Motion Passed

2.2 1st Report of the Childcare Advisory Committee

Moved by: M. Salih
Seconded by: E. Peloza

That the 1st report of the Childcare Advisory Committee, from its meeting on March 19, 2019, BE RECEIVED.

Motion Passed

2.4 Museum London Operating Endowment Fund Trust Agreement

Moved by: M. Salih
Seconded by: E. Peloza

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

a) authorize and approve the Declaration and Agreement of Trust, as appended to the above-noted by-law, between The Corporation of the City of London, the Museum London Foundation and Museum London; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-F11A)

Motion Passed

2.5 London Heritage Council Agreement 2019 - 2023

Moved by: M. Salih
Seconded by: E. Peloza

That, on the recommendation of the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

a) approve the Purchase of Service Agreement, as appended to the above-noted by-law, to be entered into between the London Heritage Council and The Corporation of the City of London, regarding the operation and administration of the Community Heritage Investment Program (CHIP) and other historical and cultural services; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-R01)

Motion Passed

2.6 Reaching Home: Canada's Homelessness Strategy - Community Entity – Designated Communities Funding Agreement

Moved by: M. Salih
Seconded by: E. Peloza

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 April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

a) authorize and approve the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London;

b) authorize the Mayor and the City Clerk to execute the above-noted Funding Agreement;

c) delegate the Managing Director, Housing, Social Services and Dearness Home the authority to approve any further Amendments to the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement if the Amendments are substantially in the form of the above-noted Funding Agreement;

d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any Amendments to the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement;

e) delegate the Managing Director, Housing, Social Services and Dearness Home the authority to undertake all the administrative, financial and reporting acts, including signing authority, regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Agreement that are necessary in connection with the above-noted Funding Agreement;

f) authorize and approve the template Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement, as appended to the above-noted by-law, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City's Funding Agreement with Canada;

g) delegate the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to insert the necessary details into the above-noted Sub-Project Funding Agreement and to approve such agreements, provided that the agreements do not require additional funding or are provided for in the City's current budget, and do not increase the indebtedness or contingent liabilities of the City; and,

h) delegate the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to execute the above-noted Sub-Project Funding Agreements. (2019-S14)

Motion Passed

2.7 Expansion of Naloxone Kits to Fire Services

Moved by: M. Salih
Seconded by: E. Peloza

That, on the recommendation of the Fire Chief, with the concurrence of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to Naloxone kits:

a) the Fire Chief BE AUTHORIZED to make available Naloxone kits on London Fire Apparatus for sue by London Fire Fighters as part of the response program; and,

b) the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

i) approve the Community Collaboration Agreement for Naloxone Kits Distribution, as appended to the above-noted by-law, between the Middlesex-London Health Unit and the London Fire Department; and,

ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S08)

Motion Passed

2.3 Property Standards Related Demolitions

Moved by: S. Lewis
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the attached revised proposed by-law BE INTRODUCED at the Municipal Council meeting to

be held on April 9, 2019, to approve the demolition of abandoned buildings at the municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street, in the City of London and that the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act; it being noted that a delegation from T. Cuzzocrea was received with respect to this matter. (2019-P10D)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Voting Record:

Moved by: M. Salih
Seconded by: S. Hillier

That the delegation request from T. Cuzzocrea BE APPROVED with respect to the above noted matter.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Unsanctioned and Unsafe Street Parties Policy Amendments - Public Nuisance By-law - Cost Recovery

Moved by: S. Hillier
Seconded by: M. Cassidy

That the Unsanctioned and Unsafe Street Parties Policy Amendments – Public Nuisance By-law and Cost Recovery item BE REFERRED back to the Civic Administration for consultation with stakeholders and a report back to the Community and Protective Services Committee meeting to be held on May 28, 2019, with an accompanying in camera report to also be provided regarding legal advice; it being noted that the attached presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, was received with respect to this matter;

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

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Voting Record:

Moved by: E. Peloza
Seconded by: M. Salih

Motion to open the public participation meeting.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: M. Salih
Seconded by: E. Peloza

Motion to close the public participation meeting.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.2 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: M. Salih
Seconded by: M. Cassidy

That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on March 21, 2019:

a) the following actions be taken with respect to menstrual products distribution free of charge:

i) the Civic Administration BE DIRECTED to provide free menstrual products (pads and tampons) in all public-facing City of London facilities and report back at a future meeting of the Community and Protective Services Committee (CPSC) with respect to the cost associated with this;

ii) the Civic Administration BE REQUESTED to explore the option of providing free menstrual products in all remaining City of London facilities, as a pilot project, and report back at a future meeting of the CPSC with respect to the cost associated with this; and,

iii) delegation status BE GRANTED to R. Hussain, M. Sereda and R. Ettinger to speak at the April 1, 2019 Community and Protective Services Committee meeting with respect to this matter;

b) the attached 2018 Work Plan for the Diversity, Inclusion and Anti-Oppression Advisory Committee, BE RECEIVED; and,

c) clauses 1.1, 2.1, 2.2, 4.1, 5.1, 5.2 and 6.1 b), BE RECEIVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: E. Peloza
Seconded by: S. Lewis

That the Deferred Matters List for the Community and Protective Services Committee, as at March 25, 2019, BE RECEIVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Peloza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 1:20 PM.

Appendix 'A'

Bill No.
2019

By-law No.

A By-law to approve demolition of abandoned buildings with municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street under the Property Standards provisions of the *Building Code Act*.

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

AND WHEREAS section 15.1(3) of the *Building Code Act* provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the *Building Code Act* provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the *Building Code Act* provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the *Building Code Act* provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the *Building Code Act* provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The demolition of abandoned buildings at municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street. City of London is approved, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and *Building Code Act*.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –

Unsanctioned & Unsafe Street Parties Policy Amendments

The City of London in partnership with Western University & University Students' Council

London CANADA

Western UNIVERSITY · CANADA

University Students' Council USC Western University

Public Safety

City By-laws

- Streets – closing street
- Public Nuisance – nuisance parties
- Yard and Lot Maintenance – debris
- Property Standards – unsafe conditions
- Sound – noise likely to disturb
- Parking – variety of parking violations

London CANADA

Fines

- Interfere with use of street: $150 to $450
- Hosting nuisance party: $750 to $1,000
- Littering street: $175 to $300
- Public Nuisance Fine Max: $10K to $25K

- Part 1 tickets/court summons - operational options

Additional Legislation

- Liquor Licence Act – sale, possession
- Trespass to Property – entry prohibited
- Fire Protection and Prevention Act
- Highway Traffic Act
- Controlled Drugs and Substances Act
- Criminal Code – Unlawful assembly

Nuisance Parties – Cost Recovery

- Every owner / tenant take reasonable actions to:
  - Prevent
  - End
  - Clean-up

Actions

- Security – trespassing
- Unreasonable sound
- Make safe premise, leave roofs
- Reduce crowd size
- Remove debris

Cost Recovery

- Where directed to be done – no action
- City takes action
- Recovers cost by action or property taxes
- Reasonable actions to prevent – no cost recovery

Western Administration

- Code of Student Conduct – Scope and jurisdiction
- Strategies – security, fencing, door to door visits
- Communications on consequences

Western
UNIVERSITY · CANADA

Western Students' Council

- Second annual PurpleFest – safe alternative
- Analyzing venue change
- Strategic educational messaging

UNIVERSITY STUDENTS' COUNCIL
USC
WESTERN UNIVERSITY

Moving Forward Communications

- "Get Involved London"
- Operational plan – expectations and consequences
- More information will follow……..

Consequences of non-compliance clearly communicated

Questions?

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 Unsanctioned and Unsafe Street Parties Policy Amendments – Public Nuisance By-law – Cost Recovery

- J. Hoffer, Cohen Highley – indicating that he did provide a written submission for the Added Agenda; stating that he is in attendance to represent the London Property Management Association (LPMA), which has in excess of 600 members; noting that LPMA is the oldest landlord organization in the province of Ontario and maintains high standards of professionalism and education for the members; indicating that the lease terms drafted by LPMA are used by landlord associations across the province; noting that the LPMA are very concerned about maintaining professionalism among the members and they are also concerned about the activities that occur at the unsanctioned parties or nuisance parties that are described in the by-law; stating that the concerns are not so much about the fine levels but who the fines are directed at; indicating that the proposed by-law is attempting to make an individual responsible for the actions of a third party; stating that landlords are being targeted and they are easy targets for by-laws; noting that there seems to be an assumption built in to the by-law amendment, that landlords can control the behaviour of tenants; stating that that assumption is fundamentally flawed; indicating that the relationship between landlords and tenants is governed by the *Residential Tenancies Act*, which is provincial legislation, superior legislation to municipal legislation; indicating that under the *Residential Tenancies Act,* the landlord gives a tenant possession of a home or rental unit and they give them all of the ownership rights except a few residual ownership rights, mainly title to the property and the right to retake the property in certain limited circumstances; stating that landlords are absolutely prohibited from controlling the conduct of a tenant; indicating that, if you read the proposed by-law, the things the landlords would be expected to do would cause them to be in breach of the statutory obligation not to interfere with the tenants reasonable enjoyment; noting a case that he references in his submission on the Added Agenda; noting that another suggestion that has been made is that the landlord go on to the property to try to prevent whatever is going on; indicating that this would be a personal safety risk for the landlords, but that landlords are prohibited from entering a property unless they have given twenty-four hours written notice; stating that when he was going through the proposed by-law and the suggestions given for landlords, all but one of the suggestions is illegal under the *Residential Tenancies Act;* stating that the LPMA would be willing to work with the city to develop a schedule that would go with the rental application and lease and would go with the guarantee form that would highlight for tenants that if they engage on these activities on the property, that would give rise for termination of the tenancy; stating that that is as far as the landlords can legally go; indicating that landlords are always put in a position of having to react as it is a reactive system; noting that the horror stories about landlords having bad tenants that they cannot get rid of are true, that it can take weeks or months to remove bad tenants even though they are engaged in clearly unlawful behaviour; stating that the police and fire services can act more quickly, but landlords are restrained; requesting that the Committee decline to approve the amendment to the by-law; stating again that the LPMA is willing to work with the city and the legal department to come up with a solution.
- Dan Schaffer, 1882 Bayswater Crescent – stating that he has concerns with the proposed amendment to the by-law; noting that he would like to respectfully suggest that the City of London consider a few items that could be considered a proactive solution to this issue; indicating that he would like to see the City of London embrace the student population and to reinitiate the homecoming parade, which was a great family event; noting that the city has a number of large events coming to town that have been embraced and celebrated and homecoming could be treated the same way; noting that he would like to see Western University move the homecoming date back to the regular date in September, thus eliminating “fake homecoming” and this whole issue; stating that “fake homecoming” will probably continue until homecoming is moved back to its regular date; indicating that if all universities had the same date for homecoming, it would prevent students travelling from city to city for homecoming celebrations; noting the example given in the report related to West Virginia; stating that we need to take note of success stories and see how homecoming could become an event that the city can celebrate; stating that he is a landowner and a landlord in the City of London and he has a number of concerns with the proposed amendments to the by-law; indicating that the proposed by-law is in contravention of the *Residential Tenancies*

Act and the *Ontario Human Rights Code;* outlining the sections of the acts that the proposed by-law contravenes; stating that, according the acts, landlords cannot comply with the actions outlined in the proposed by-law; stating that landlords who provide good, quality, safe rental accommodations should not have to continually fend off ill-advised proposals by the City of London, such as the amendments proposed.

- M. Blosh, Broughdale Resident – stating that he has lived in the neighbourhood for about eighteen years and has been involved in neighbourhood issues that entire time; indicating that landlords have never been at the table to talk about the problems or to brainstorm solutions with the residents; indicating that they only come around when there is a pecuniary interest for them; noting that she is glad to hear Mr. Hoffer's offer to work with the city to amend the proposal but that she would like to see more involvement; stating that she does not believe that the *Residential Tenancies Act* gives landlords immunity from any kind of liability; noting that the Act is meant to give an unequal relationship, between a landlord and a tenant, more balance and give some protection to the tenant because they are the weaker party; stating that all property owners have a duty to maintain their properties in a way that does not create negative effects or nuisances; stating that the Act states that landlords need to give twenty-four hours notice before entering a rental property, but we all know when the nuisance parties are going to occur, so they should give notice and be prepared to go on the property; stating that absentee landowners on Broughdale are running businesses and the nuisance being caused by these businesses is being paid for by the taxpayers; noting that the local residents are also suffering loss of enjoyment of their properties and all are just subsidizing these businesses and it is time for it to end; stating that she is happy to see this by-law and she thinks it is a step in the right direction; requesting that the proposed by-law not be watered down.

DIAAC Sub-committee Work Plans 2018

DRIA Award and Recognition (A & R) Sub-Committee Work Plan 2018				
Goal	**Activities**	**Budget**	**Status**	**Responsibility**
1. Plan and Execute an Annual Awards and Recognition Event in collaboration with the City	**1.1** Maintain the Project Plan and complete tasks on scheduled dates **1.2** Develop budget for approval by DIAAC and keep costs within budget.	**$1200**	**1.1** Ongoing **1.2** Budget drafted ($1,200 recommended for 2018)	F. Cassar with assistance by Awards Sub-Committee members and support from CoL: Diversity Officer, Administration and Communication
2. Increase awareness and participation of the Annual Rewards and Recognition program	**2.1** Maintain an inventory of all nominators/ nominees including contact information and invite participation of the annual event **2.2** Assess the benefits and nature of incentives to increase nominee participation **2.3** Scheduled information session with Rogers Cable **2.4** Update and distribute template to provide Councilors with information relative to events to assist with promotion and recognition **2.5** Work with CoL Communications to increase awareness and engagement in annual nominations process **2.6** Leverage United Nations Theme of International Human Rights Day		**2.1** Ongoing; **2.2** Will assess CoL swag **2.3** CoL Communications to coordinate Rogers Community News update; **2.4** Ongoing; **2.5** Ongoing as required; **2.6** **campaign website**	All Sub-Committee members CoL Communications And Administration
3. Promote A+R Winners	**3.1** Provide Councillors with information of winners within their areas and encourage recognition		**3.1** Ongoing	Awards Sub-Committee and CoL Administration

4. Educate and Engage DIAAC Committee members	**4.1** Invite DIAAC Committee members to participate in site visits of nominees to learn about the organization and support a potential nomination of the annual Awards program. **4.2** Provide education at DIAAC Committee meetings or other forums as available.		**4.1** Ongoing **4.2** Ongoing	DIAAC and Awards Sub-Committee members
5. Maintain Awards and Recognition By-Laws and Policy	**5.1** Annually review DRIA policy and Bylaw A.7012-284 to ensure it is up to date. **5.2** Review By-Law related to Mayor's New Year's Honours List.		**5.1** On hold, pending DIAAC updates (2018). Policy reviewed in March, 2017. By-laws modified in 2016**.** **5.2**: In Progress: Will review Mayor's Award By-Law Change action plan to recommend linkage and promotion of A&R program with the Mayor's Award in Community.	Awards Sub-Committee members in partnership with DIAAC

DIAAC- Education & Awareness Sub-committee Work Plan 2018

Goal	Implementation	Budget	Status	Responsibility
1. Develop & facilitate educational opportunities	**1.1** Facilitate a community awareness event **1.1.1** Theme: Gender & Intersectionality **1.1.2** Identify partnerships in the community for collaborative events. **1.1.3** Plan for International Day for the	**$1500** **$200**	October Ongoing January	Education subcommittee Ed'n subcommittee & DIAAC Ed'n subcommittee

	Elimination of Racial Discrimination/Black History Month. **1.1.4** Identify promotional opportunities and strategies for community events.		Ongoing	Ed'n subcommittee Communication
2. Educate new members of DIAAC	**2.1** Collaborate with P&P to create new and revised content to enhance the DIAAC new member's orientation package **2.1.1** Propose & provide supplemental orientation content to P&P: -org chart illustrating DIAAC in relation to Council & City Councillors. -list of commonly used operational definitions within CofL context. Eg. recommendation verbiage -provide document outlining pre-approved list of budget item. -write up of sub-committee mandates. -list of common staff contacts. -suggestions/guidelines of AC initiatives. -policy on speakers/delegates -flow chart from DIAAC recommendation to staff implementation. -member attendance policy suggestions -budget submission process	Nil	Ongoing Ongoing	Education and Policy & Planning subcommittee Education subcommittee

	-City Councillor Contact List **2.2** Assist P&P in revision of TOR for DIAAC.	Nil	Ongoing	Education and Policy & Planning subcommittee
3. Educate committee members	**3.1** Invite speakers to present to DIAAC. **3.2** Work with Civic Administration to further identify and clarify existing CofL resources, processes and initiatives that support or can assist DIAAC in its mandate. Eg. Communications, Mayor's Office etc. **3.3** Identify ideas, issues or initiatives taking place in other municipalities, provinces and countries that overlap the mandate of DIAAC. Bring findings to DIAAC for discussion and possible recommendations to Council. **3.4** Invite to DIAAC, members of the public who have recent or past lived experiences concerning discrimination & anti-oppression in London. **3.5** Highlight a pressing issue or incident that has taken place in London that would be of interest to DIAAC. **3.6** Keep apprised of recent events in London via news media & other sources pertaining to discrimination in London to report to DIAAC. Bring to DIAAC's attention.	$200 Nil Nil Minimal (cost of parking pass/bus tickets) Nil	Ongoing Ongoing Ongoing Ongoing Ongoing	Education subcommittee Civic Administration Education subcommittee and Policy & Planning subcommittee Education subcommittee & DIAAC Education subcommittee
4. Raise profile of DIAAC in community	**4.1** Provide to P&P subcommittee suggestions regarding DIAAC's web page on London.ca **4.2** Propose name tags for interested DIAAC members for use at city-wide DIAAC events & related events. **4.2.1** Provide to Chair, Vice-Chair and Subcommittee Chairs as minimum **4.3** Collaborate/piggyback on smaller	Nil $200 TBD	Ongoing Ongoing Ongoing	Education and Policy & Planning subcommittee Cross Cultural Learner Centre,

	projects/events with other organizations that overlap DIAAC's mandate. **4.4** Compile database of contacts for faith centres, neighborhood associations, ethno-cultural organizations and other organizations for DIAAC and other subcommittees use for outreach purposes. **4.4.1** Connect with Civic Administration for access to current database	Nil	Ongoing	London Immigration Partnership, LUSO, NECC
5. Share in role of research, knowledge attainment and providing recommendations to achieve mandate	**5.1** Combined efforts of keeping apprised of best practices in other geographic areas and identifying issues happening within the CofL.	Nil	Education, Policy & Planning and Awareness subcommittee	Ongoing

DIAAC – Policy & Planning Sub-committee Work Plan 2018

Goal	Implementation	Budget	Status	Responsibility
1. Review of policies at CofL related to Diversity and Inclusion	**1.1** Monitor development and implementation of the Diverse Voices 4 Change recommendations. Including voluntary disclosure for all appointments **1.1.1.** Diverse Voices 4 Change submitted their recommendations to Council following their research program. DIAAC has requested to be updated as recommendations are implemented/finalized by Staff. **1.2** Provide input into the Community Diversity & Inclusion Plan and monitor implementation of plan. **1.2.1.**Offer resources and information that may be pertinent for the Diversity & Inclusion plan.	Nil Nil	September - Aden has requested Rosanna Wilcox and City Clerk attend September Policy & Planning subcommittee meeting for update. Ongoing	Policy & Planning Policy & Planning

	1.2.2. Providing ongoing consultation & review **1.2.3.** Monitor and provide support of strategies that are to be implemented at municipal level. **1.3** Monitor implementation of Truth and Reconciliation Commission **1.3.1.** Request process to be updated on TRC implementation **1.4** Offer support and monitor progress of immigration strategy **1.5** Review the following polices when they are up for review by City of London: **1.1.1** CofL policies will be assigned to be reviewed on biannual basis. We will request to be notified when policies specifically relating to Diversity & Inclusion, Accommodations and Indigenous affairs, the P&P committee be earmarked to also review.	Nil Nil	September - Aden has requested Rosanna Wilcox to present re: progress of TRC recommendations Ongoing - Once submitted, the final copy will be sent to P&P prior to going to Council	Policy & Planning Policy & Planning
2. Encourage greater diversity in all advisory committees	**2.1** Develop standard statements that encourage greater diversity for the Terms of Reference of other City advisory committees **2.2** Promote appointments process to diverse communities in city of London.	Nil TBD	Ongoing Ongoing	Policy & Planning Policy & Planning

	2.2.1. In keeping with transparency and inclusivity, DIAAC has discussed that the appointments process may require further promotion among community members, to ensure a broad and diverse pool of candidates for appointment to committees.		- Discuss opportunities with City Clerk at September meeting.	
3. Support the development of DIAAC's structure	**3.1** Review Terms of Reference and membership structure of DIAAC **3.2** Facilitate the development of annual work plans for DIAAC; monitor and measure subsequent activities	Nil	Complete - Finalized and sent to Pat.	Policy & Planning
	3.2.1. Review draft sub- committee work plans	Nil	July 2018	DIAAC
	3.2.2. Consolidate into an aligned document		August 2018	Policy & Planning
	3.2.3. Develop monitoring and measurement protocols		Ongoing	Policy & Planning
	3.3. Provide recommendations and supplemental materials to enhance the DIAAC new member orientation			
	3.3.1. Collaborate with Clerk's Office on recommendations submitted via proposed new member orientation checklist.	Nil	Summer 2017 – Completed. Discussed w/ Saleha Khan re: incorporating Gender & Equity Lens into new members orientation	Policy & Planning
	3.3.2. Facilitate development of DIAAC document to be completed by Education sub-committee **-** Put together materials to be reviewed by Policy & Planning, contribute to creation of DIAAC specific orientation.	Nil	Ongoing Ongoing	Education and Policy & Planning subcommittee All subcommittees

	- Consider diverse ways of distributing orientation materials **3.3.3.**Develop the following documents: Established meeting practices, Roles and Responsibilities & Acronym List		Ongoing	
4. Developing relationships with City of London	**4.1** Establish positive relationships with Council **4.1.1.** Explore opportunities to work with Council members **4.**1.1.1. Propose that all new council members meet w/ DIAAC. **4.2** Explore relationships within the Corporation of the City of London whose work is impacted by diversity and inclusion; offering DIAAC as a resource **4.2.1.** Reach out to contact people in the following areas of the Corporation, inviting them to a P&P sub-committee meeting to learn about the work they do and possible interfacing with DIAAC: Intergovernmental Liaison Communications, Culture & Municipal Policies, Community Development & Funding, Homelessness, Human Resources, Emergency Measures, Planning, Parks & Recreation, Housing, Social Services & Dearness, Transportation and Engineering **4.2.2.** Develop introductory message and prioritization of outreach.	Nil Nil	Ongoing - Review once Equity &Inclusion lens is complete (Fall 2018) May 2018-2019 To be discussed at September DIAAC meeting	Policy & Planning Policy & Planning
5. Educate new members of DIAAC	**5.1** Collaborate with Education subcommittee to create new and revised content to enhance the DIAAC new member's orientation package **5.1.1.** Contribute to creation of orientation	Nil	Ongoing – to be completed prior to start of new term	Policy & Planning and Education subcommittee

	materials and provide recommendations/feedback as requested by Education subcommittee.			
6. Raise profile of DIAAC in community	**6.1** Assist Education subcommittee with suggestions regarding DIAAC's web page on London.ca	Nil	June 2018 - Suggestions presented and approved in 2018	Education and Policy & Planning subcommittee

Corporate Services Committee
Report

9th Meeting of the Corporate Services Committee
April 2, 2019

PRESENT:	Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen, S. Hillier
ABSENT:	A. Kayabaga, Mayor E. Holder
ALSO PRESENT:	A.L. Barbon, M. Butlin, B. Card, B. Coxhead, J. Edmunds, A. Hagan, D. Mounteer, K. Murray, M. Ribera, B. Warner and B. Westlake-Power.

The meeting is called to order at 12:31 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

That items 2.1 and 2.3 BE APPROVED.

Yeas: (4): J. Morgan, J. Helmer, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

2.1 Declare Surplus - Portion of City-Owned Property at 723 Lorne Avenue

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

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, with respect to a portion of City-owned land located at 723 Lorne Avenue, described as Part of Lots 1- 8, 11, Part of “A” and “B”, Block “I”, Plan 296 (3rd), further described as Parts 2, 3 and 4, Plan 33R20314, containing an area of approximately 1.84 acres (7,429.08 m2), as shown on Schedule “A” appended to the staff report date April 2, 2019, the following actions be taken:

a) the subject property BE DECLARED SURPLUS;

b) the subject property (“Surplus Lands”) BE DISPOSED OF in compliance with the City’s Sale and Other Disposition of Land Policy via Request for Proposal;

c) an evaluation criteria for determining the successful proponent to ensure that submissions generally implement the development concept included in Schedule C, as appended to the staff report dated April 2, 2019, BE INCLUDED in the Request for Proposal; and

d) evaluation criteria for determining the successful proponent to ensure that the design of development is consistent with “Section 4.5.1 Design Guidelines for New Buildings” of the Old East Heritage

Conservation District – Conservation and Design Guidelines, BE INCLUDED in the Request for Proposal.

Motion Passed

2.3 Joint Use and Maintenance Agreement - Westminster Ponds

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

That, on the recommendation of the Assistant City Solicitor, the proposed by-law appended to the staff report dated April 2, 2019 BE INTRODUCED at the Municipal Council meeting on April 9, 2019, to authorize an Agreement among The Corporation of the City of London, London Health Sciences Centre, St. Joseph's Health Care, London and Reforest London, substantially in the form attached to the staff report dated April 2, 2019 and to the satisfaction of the City Solicitor, and to authorize the Mayor and the City Clerk to execute the said Agreement.

Motion Passed

2.2 Annual Meeting Calendar

Moved by: J. Morgan
Seconded by: P. Van Meerbergen

That, on the recommendation of the City Clerk, the annual meeting calendar appended to the staff report dated April 2. 2019 for the period January 1, 2020 to December 31, 2020 BE APPROVED; it being noted that reports from Regular SPPC meetings would move forward to a subsequent Council meeting, and not the Council meeting scheduled for the following day;

it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation.

Yeas: (3): J. Morgan, P. Van Meerbergen, and S. Hillier

Nays: (1): J. Helmer

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (3 to 1)

3. Scheduled Items

3.1 Not to be heard before 12:45 PM - Tax Adjustment Agenda

Moved by: P. Van Meerbergen
Seconded by: S. Hillier

That the recommendations contained in the Tax Adjustment Agenda dated April 2, 2019 BE APPROVED; it being noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

Yeas: (4): J. Morgan, J. Helmer, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

3.2 Not to be heard before 12:45 PM - Apportionment of Taxes

Moved by: J. Helmer
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the taxes on the blocks of land described in the Schedules appended to the staff report dated April 2, 2019 BE APPORTIONED as indicated on those Schedules, pursuant to Section 356 of the *Municipal Act, 2001*; it being noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

Yeas: (4): J. Morgan, J. Helmer, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

4. Items for Direction

4.1 London Convention Centre 2018 Operational Results

Moved by: S. Hillier
Seconded by: P. Van Meerbergen

That the transfer of 100% of the 2018 London Convention Centre Operational surplus, in the amount of $193,000 based upon the 2018 Unaudited Financial Statements, to the London Convention Centre Capital Reserve held by the City of London, BE APPROVED.

Yeas: (4): J. Morgan, J. Helmer, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

5.1 ADDED - Board of Directors - Federation of Canadian Municipalities

Moved by: S. Hillier
Seconded by: P. Van Meerbergen

That the following actions be taken with respect to the communication dated March 25, 2019 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 30 to June 2, 2019, 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 2019/2020 term;

BE IT FURTHER RESOLVED that Councillor J. Morgan be reimbursed by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking re-election to the Board of Directors, in an amount of up to $500, upon submission of eligible receipts; 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 2019/2020 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 10-13, 2019 - Waterloo/Kitchener,ON

Board of Directors Meeting - November 26-29, 2019 – Ottawa, ON

Board of Directors Meeting - March 3-6, 2020 – Saint-Hyacinthe, QC

Annual Conference & AGM - June 4-7, 2020 – Toronto, ON

Yeas: (4): J. Morgan, J. Helmer, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: S. Hillier
Seconded by: P. Van Meerbergen

That the Corporate Services Committee convene, In Closed Session, for the purpose of considering a matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation.

Yeas: (4): J. Morgan, J. Helmer, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

The Corporate Services Committee convened In Closed Session from 12:55 PM to 1:00 PM.

7. Adjournment

The meeting adjourned at 1:00 PM.

Strategic Priorities and Policy Committee

Report

10th Special Meeting of the Strategic Priorities and Policy Committee
April 1, 2019

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, S. Hillier
ABSENT: A. Kayabaga
ALSO PRESENT: J. Adema, B. Card, I. Collins, B. Coxhead, S. Datars Bere, J. Fleming, C. Green, S. King, G. Kotsifas, L. Livingstone, D. MacRae, K. Murray, J. McGonigle, B. O'Hagen, M. Ribera, C. Saunders, M. Schulthess, C. Smith, J. Stanford, S. Stafford, J. Taylor, and R. Wilcox.

The meeting was called to order at 4:04 PM with all Members present, except Councillor A. Kayabaga.

1. Disclosures of Pecuniary Interest

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

a) Councillor S. Turner discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife is an employee of an EarlyON centre;

b) Councillor P. Van Meerbergen discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife operates a daycare; and,

c) Councillor S. Lehman discloses a pecuniary interest in Strategy GOE-21, having to do with London's downtown, by indicating that he is a member of the London Downtown Business Association.

2. Consent

None.

3. Scheduled Items

3.1 Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

That the following actions be taken with respect to the Council's Strategic Plan 2019-2023:

a) the staff report dated April 1, 2019 entitled: "Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Costs Estimates", BE RECEIVED;

b) the communication from Anova and London Abuses Women's Centre entitled "Strategic Area of Focus: Creating a Safe London for Woman and Girls", BE RECEIVED;

c) the attached (Appendix "A") revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, with the exception of BSC-20, SOC-12, SOC-13, and GOE-21, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion;

d) the revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, as related to SOC-12 and SOC-13, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion;

e) the revised “Draft Outcomes, Expected Results, Strategies and Metrics” BE APPROVED, as related to GOE-21, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion; and

f) that BSC-20 BE REFERRED to the April 8, 2019 Strategic Priorities and Policy Committee meeting for discussion;

it being noted that the attached (Appendix ”B”) presentation from the Managing Director, Neighbourhood, Children & Fire Services was received.

Motion Passed

Voting Record:

Moved by: M. Cassidy
Seconded by: E. Peloza

Motion to approve Parts (a), (b), (c), and (f).

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, and S. Hillier

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (13 to 0)

Moved by: A. Hopkins
Seconded by: E. Peloza

Motion to approve Part (d).

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, and S. Hillier

Recuse: (2): P. Van Meerbergen, and S. Turner

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (11 to 0)

Moved by: S. Hillier
Seconded by: M. Cassidy

Motion to approve Part (e).

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, and S. Hillier

Recuse: (1): S. Lehman

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (12 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 8:37 PM.

Draft Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY (SOC)		
Outcome 1: Londoners have access to the supports they need to be successful		
Expected Result	**Strategy**	**Metric**
a) Increase affordable and quality housing options	**SOC-01** Establish and revitalize community housing through a Regeneration Plan.	# of lives impacted through social housing regeneration
		# of new revenue sources through the Regeneration Strategy
		# of additional units
	SOC-02 Increase supportive and specialized housing options for households experiencing chronic homelessness.	# of chronic homeless supported through Housing First
		# of individuals and families experiencing chronic homelessness receiving Homeless Prevention Housing Allowances
		# of supportive housing units for individuals and families experiencing chronic homelessness
	SOC-03 Strengthen the support for individuals and families in need of affordable housing.	# of individuals and families supported through new supplement programs
		% of Homeless Prevention and Housing Plan Recommendations implemented
		% of Identified London Middlesex Housing Corporation (LMHC) Strategic Plan objectives Completed
		% of LMHC Service Standards Met
		% of LMHC Tenants Satisfied with their Homes
		# of housing units inspected for safety and environmental health
	SOC-04 Utilize innovative regulations and investment to facilitate affordable housing development.	% of Affordable Housing Community Improvement Plan completed
		% of Affordable Housing Development Strategy completed
		% of Inclusionary Zoning Bylaw completed
		% of available school sites analyzed for affordable housing development opportunities
		# of Housing Development Corporation (HDC) recommended/negotiated bonus units at or below Average Market Rent

Draft Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 1: Londoners have access to the supports they need to be successful (continued)		
Expected Result	**Strategy**	**Metric**
b) Reduce the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless	**SOC-05** Create more purpose-built, sustainable, affordable housing stock in London.	# increase of available, purpose-created new affordable rental stock
		# of secondary/single-unit, based stock
	SOC-06 Implement coordinated access to mental health and addictions services and supports.	# of chronically homeless individuals and families that achieve housing stability (housed for 6 months)
		# of individuals and families that become chronically homeless
		# of programs participating in coordinated access practice
	SOC-07 Improve emergency shelter diversion and rapid re-housing practices.	# of unique chronic residents in shelter
		% of individuals successfully diverted from shelter and individuals in shelter rapidly re-housed
c) Support improved access to mental health and addictions services	**SOC-08** Strengthen and support the mental health and addictions system.	% of Community Mental Health and Addictions Strategy recommendations implemented
		% of priority actions implemented as a result of stewardship of the Middlesex London Community Drug and Alcohol Strategy (CDAS)
		# of formalized partnerships in the Coordinated Informed Response
		% of individuals moved from sleeping rough to shelter or housing through the Coordinated Informed Response
		# of library locations with mental health services available
		# of clients served through consumption and treatment services
		# of clients accessing consumption and treatment services that are referred to treatment supports

STRENGTHENING OUR COMMUNITY		
Outcome 1: Londoners have access to the supports they need to be successful (continued)		
Expected Result	**Strategy**	**Metric**
d) Decrease the number of London residents experiencing poverty	**SOC-09** Continue to support and develop collaborative approaches to end poverty.	$ invested to support poverty reduction initiatives
		NEW - # of London residents experiencing poverty
e) Increase opportunities for individuals and families	**SOC-10** Enhance public trust and confidence by ensuring appropriate response to victims, the vulnerable, and racialized persons and groups.	% of reported sexual assaults that are cleared as unfounded (London Police)
		% of respondents satisfied with the quality of police services in helping victims of crime
	SOC-11 Fund and partner with the London Public Library to increase opportunities for people to access the services they need.	% increase in circulation to meet demand for collections
		% of Indigenous people served
	SOC-12 Improve access to licensed child care and early years opportunities.	# of additional licensed child care spaces created
		# of children in receipt of child care fee subsidy monthly, each year
		# of EarlyON visits made by families
	SOC-13 Work collectively with community partners to improve outcomes and integrated responses for children, youth, families, and older adults.	# of community organizations support collective community agendas
		# of community-based plans implemented
		# of community-supported initiatives implemented annually
		$ invested to support collective community agendas
		% of seniors population served at library locations
		# of youth served at library locations
	SOC-14 Increase programming and activities for residents and families at Dearness Home.	$ invested in auditorium expansion
		# of programs and events offered

STRENGTHENING OUR COMMUNITY		
Outcome 1: Londoners have access to the supports they need to be successful (continued)		
Expected Result	**Expected Result**	**Expected Result**
f) Improve the health and well-being of Londoners	**SOC-15** Continue to provide access to planned and managed pathway systems and nature trails within parks and open spaces.	# of user trips on the Thames Valley Parkway (TVP)
		# of kilometres of pathways (including TVP multi-use pathways and Secondary multi-use paths)
		# of kilometres of trails (dirt, woodchip, and gravel) **NEW - # of connections completed in trail system**
	SOC-16 Create programs and exhibitions to foster health and well-being.	% of program participants reporting increased levels of physical activity
		% of program participants reporting increased self-esteem
		# of classes, exhibits, and other programs offered at Museum London
	SOC-17 Deliver health protection and promotion programs guided by population health surveillance.	# of personal service settings inspected by public health inspectors
		% of school age children immunized against vaccine preventable diseases
		# of food-serving establishments inspected by public health inspectors
		% of tobacco and cannabis vendors inspected for compliance with display, handling & promotion sections of the Smoke Free Ontario Act
		# of pregnant women/young families supported through public health home visiting programs and group programs

Draft Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 2: Londoners are engaged and have a sense of belonging in their neighbourhoods and community		
Expected Result	**Strategy**	**Metric**
a) Increase the number of residents who feel welcomed and included	**SOC-18** Create inclusive engagement opportunities for Londoners.	# of people engaged in the Community Diversity and Inclusion Strategy (CDIS)
		% of CDIS strategies initiated
		# of individuals participate in London & Middlesex Local Immigration Partnership (LMLIP) and City newcomer events.
		% annual newcomer retention rate
	SOC-19 Strengthen understanding of and ability to engage in practices that promote cultural safety.	% of Middlesex London Health Unit (MLHU) staff who have completed Indigenous Cultural Safety Training and/or participated in other opportunities related to Indigenous cultural safety
		# of City of London participants in the Intercultural Competency program
		NEW - # of ABCs who have completed Intercultural Competency training
b) Increase the number of meaningful opportunities for residents to be connected in their neighbourhood and community	**SOC-20** Strengthen engagement opportunities for all Londoners to participate in their neighbourhoods.	# of residents that voted in Neighbourhood Decision Making **NEW - # of NDM ideas implemented**
		# of residents who submitted ideas through Neighbourhood Decision Making
		% of London neighbourhoods supported through community development
		% of neighbourhoods that participate in Neighbourhood Decision Making
		# of active neighbourhood associations
		# of Planning education and engagement events held in neighbourhoods
		# of unique venues where Planning events have been held
		# of Subdivision Ambassador outreach events **NEW – tbd re: neighbourhood-level engagement**

STRENGTHENING OUR COMMUNITY		
Outcome 2: Londoners are engaged and have a sense of belonging in their neighbourhoods and community (continued)		
Expected Result	**Strategy**	**Metric**
b) Increase the number of meaningful opportunities for residents to be connected in their neighbourhood and community (continued)	**SOC-21** Support neighbourhood festivals, cultural events, and activities across the city.	# of neighbourhood activities supported annually
		# of neighbourhood events supported
		# of new neighbourhood tools
		$ invested to support community organizations
		% increase in neighbourhoods supported
		# of permitted events
		# of special events requests
		# of festivals and events held annually by Covent Garden Market
		# of events hosted at Western Fair
		# of tasks implemented from the Music, Entertainment, and Culture Districts Strategy **NEW - # of movie nights hosted in new neighbourhoods**
	SOC-22 Expand Social Services client feedback and participation in service delivery design in their community.	# of service delivery design surveys with Ontario Works clients conducted
		# of client engagement sessions conducted
	SOC-23 Implement programs and services that respond to neighbourhood recreation needs.	# of neighbourhoods that have had an increase in recreation participation rates as a result of targeted outreach
	SOC-24 Promote and invest in urban agriculture initiatives.	# of new urban agriculture initiatives implemented and identified by urban agriculture steering committee and City Planning staff
NEW Strengthen relationships with post-secondary institutions that promote	**NEW - Create opportunities for regular dialogue with post-secondary institutional partners**	

positive, proactive and meaningful dialogue		

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city		
Expected Result	**Strategy**	**Metric**
a) Continue to invest in culture	**SOC-25** Provide inclusive and diverse community-focused art and history exhibitions and interpretive programming through the implementation of Museum London's Strategic Plan.	# of Museum visitors
		# of classes, exhibits, and other programs offered at the Museum
		# of experiential tourism opportunities available to Museum visitors
		# of visitor surveys/focus groups
	SOC-26 Engage Londoners in culture to increase community vibrancy and awareness.	# of arts organizations, collectives, and artists funded through the Community Arts Investment Program (CAIP)
		# of heritage organizations and historians funded through the Community Heritage Investment Program (CHIP)
	SOC-27 Invest in Dundas Place.	# of events hosted by the City and Dundas Street Partners (London Public Library, Museum London, Downtown London BIA, etc)
		# of events
		# of new targeted businesses opened on Dundas Place
	SOC-28 Maintain the heritage resources of Eldon House to foster an appreciation of London's community and cultural heritage.	# of artifacts professionally conserved
		# of key security risks mitigated year over year
		% of permanent display artifacts digitized
		# of public programs/special events hosted
		# of new, returning, and online visitors
		% increase in outreach programs year over year
		# of corporate and community partners
		# of staff hours conducting audience research
		% increase in volunteer participation year over year

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city (continued)		
Expected Result	**Strategy**	**Metric**
b) Increase participation in recreation, sport, and leisure activities	**SOC-29** Remove barriers to access recreation, sport, leisure, and leadership programs and services.	# of individuals receiving Play Your Way financial assistance
		# of opportunities for free drop-in recreation programs
		% of subsidized community garden plots
		% of accessible community garden plots
		# of new play structures with enhanced safety surfaces
		# of multilingual tours offered at Museum London
	SOC-30 Increase the number of recreation, sport, and leisure opportunities.	# of visits to city operated community centres
		# of city owned recreation facilities and major park amenities
		# of registered participants in recreation programs
		# of seniors satellite locations
		% increase in the number of community garden plots
		# of volunteers involved in sport
		# of registered participants
	SOC-31 Work with community partners to create a leading sustainable sport development model	# of hours accessed through third party agreements
		# of formal agreements with local sport associations

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city (continued)		
Expected Result	**Strategy**	**Metric**
c) Increase resident use of community gathering spaces	**SOC-32** Invest in community building projects.	# of new seating areas introduced to existing parks
		# of small-scale projects and activations implemented in core neighbourhoods.
		# of tree trunks in Hamilton Road Tree Trunk Tour
		% of available school sites analyzed for parkland opportunities
		# of community gardens
		# of neighbourhood community facilities
	SOC-44 (NEW) Provide public Wi-Fi in recreation facilities, particularly **in areas where customer need and** existing appropriate network connectivity.	% of targeted Wi-Fi implementations completed
d) Increase neighbourhood safety	**SOC-33** Develop and implement a Community Safety and Well-being Plan.	Metrics TBD through the development of the Plan **NEW - # of neighbourhoods who have active Neighbourhood Watches**
	SOC-34 Develop and implement an enhanced Public Awareness Program to educate the public on their roles and responsibilities during emergency situations.	# of enhanced awareness and education programs
		# of participants in programs
	SOC-35 Promote and support fire safety through increased public education and prevention, utilizing all the resources of the London Fire Department.	# of inspections and inspection activities completed
		# of public education activities completed
		# of targeted populations reached through public education activities
		~~Fire Education Staff per 1,000 population~~
		~~Fire Prevention Staff per 1,000 population~~
	SOC-36 Reduce collision-related injuries and fatalities through public education and enhanced traffic enforcement.	Collision-related fatality rate
		Collision-related injury rate

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city (continued)		
Expected Result	**Strategy**	**Metric**
d) Increase neighbourhood safety (continued)	**SOC-37** Reduce crime through increased visibility of community patrols and partnership with other agencies to address multi-jurisdictional criminal activity.	Crime Severity Index (London Police)
		Violent crime severity index (London Police)
	SOC-38 Reduce victimization/revictimization through public education, promotion and encouragement of public engagement in crime prevention strategies.	Victimization Rate by population and crime type (London Police)
		Revictimization Rate by population and crime type (London Police)
	SOC-39 Improve emergency response through the development and implementation of the Fire Master Plan and new technology.	Percentile City-wide response time for first Engine to arrive on scene within the Urban Growth Boundary **(include response time)**
		Percentile City-wide response time to assemble 15 Firefighters on scene within the Urban Growth Boundary **(include response time)** **NEW - # of incidents by type**
	SOC-40 Promote pedestrian safety and active transportation.	# of elementary schools with school travel plans
		# of land development/municipal initiatives where official Middlesex London Health Unit input was provided about healthy community design

STRENGTHENING OUR COMMUNITY		
Outcome 4: London's neighbourhoods have a strong character and sense of place		
Expected Result	**Strategy**	**Metric**
a) Ensure that new development fits within and enhances its surrounding community	**SOC-41** Prepare and implement urban design guidelines.	# of development applications with urban design review
		# of design guidelines prepared for specific topics or areas
b) Continue to conserve London's heritage properties and archaeological resources	**SOC-42** Conserve London's heritage through regulation and investment.	% of heritage conservation district strategy (Heritage Places) completed
		% of the municipally-owned Heritage Buildings Conservation Master Plan updated and recommendations implemented
		# of Heritage Alteration Permits processed
		# of heritage conservation districts
		# of heritage properties listed on the municipal registry
		# of heritage properties protected through designation
		# of archaeological assessments completed
c) Increase the number of community gathering spaces in neighbourhoods	**SOC-43** Invest in community building projects.	% of available surplus school sites analyzed for parkland opportunities
		# of community gardens
		# of neighbourhood and district community centres

Draft Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY (BSC)		
Outcome 1: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community		
Expected Result	**Strategy**	**Metric**
a) Maintain or increase current levels of service	**BSC-01** Continue to develop the City's Public Art/Monument program.	# of existing public art and monument maintained and restored
		# of public art and monuments created to reflect London's identity
	BSC-02 Develop and document current levels of service and identify proposed level of services.	# of asset types with developed/documented current levels of service
		# of asset types with identified proposed levels of service
	BSC-03 Regenerate and revitalize LMHC/Community Housing sites.	# of LMHC Units Renovated / Retrofitted
b) Build infrastructure to support future development and protect the environment	**BSC-04** Complete Waste Disposal Strategy (including the Environmental Assessment for the expansion of the W12A Landfill).	% completion of the Environmental Assessment
		# of Environmental Assessment approval received
		% completion of Waste Disposal Strategy
		# of Environmental Compliance Approvals received
	BSC-05 Work with multi-sectors to finalize the Climate Change/Severe Weather Adaptation Strategy for London's built infrastructure**.**	% completion of Adaptation Strategy for built infrastructure
		% completion of actions assigned to the City between 2020 and 2023
		% completion of actions assigned to Conservation Authorities between 2020 and 2023 **TBD – new metric pending completion of the Strategy**
	BSC-06 Renew, expand, and develop parks and recreation facilities, and conservation areas in appropriate locations to address existing gaps.	# of new neighbourhood community centres
		# of new parks developed
		# of new conservation areas **NEW - # of new/renewed recreation facilities** **TBD – pending Parks & Recreation Master Plan**
	BSC-07 Continue annual reviews of growth infrastructure plans to balance development needs with available funding.	# of stakeholders participating in the Growth Management Implementation Strategy Update **TBD new metric**

BUILDING A SUSTAINABLE CITY		
Outcome 1: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community (continued)		
Expected Result	**Strategy**	**Metric**
c) Manage the infrastructure gap for all assets	**BSC-08** Prioritize investment in assets to implement the Asset Management Plan.	Ratio of Budget to Replacement Value of Asset by functional area, including: • Water • Wastewater – Sanitary • Stormwater • Roads & Structures • Traffic • Parking • Solid Waste • Recreation • Parks • Urban Forestry • Fire • Long Term Care • Corporate Facilities • Culture Facilities • Fleet • Information Technology • Land
		Ratio of Budget to Corporate Asset Management Plan targeted infrastructure investment by functional area, including: • Water • Wastewater – Sanitary • Stormwater • Roads & Structures • Traffic • Parking • Solid Waste • Recreation • Parks • Urban Forestry • Fire • Long Term Care • Corporate Facilities • Culture Facilities • Fleet • Information Technology • Land
		% of library locations completed (water, sewer, and utility)
		% completion of library building components
		# of branch libraries revitalized per 10 year cycle
		# of branch libraries with way finding and signage strategy completed
		# of library locations per city growth
		# of library locations with accessibility upgrades (automatic door openers bathrooms, meeting rooms, etc.)
		$ invested to improve Museum London infrastructure
		$ co-invested in master site plan at the Western Fair District
		$ invested in conservation areas

BUILDING A SUSTAINABLE CITY		
Outcome 1: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community (continued)		
Expected Result	**Strategy**	**Metric**
c) Manage the infrastructure gap for all assets (continued)	**BSC-09** Monitor the infrastructure gap to inform the management of City assets.	# of Corporate Asset Management Plan updates published
		$ of infrastructure gap by functional area, including: • Water • Wastewater – Sanitary • Stormwater • Roads & Structures • Traffic • Parking • Solid Waste • Recreation • Parks • Urban Forestry • Fire • Long Term Care • Corporate Facilities • Culture Facilities • Fleet • Information Technology • Land
		$ invested in conservation areas
		# of Corporate Asset Management Plan updates published
	NEW – communicate the consequences of the infrastructure gap	

Draft Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 2: London's growth and development is well planned and sustainable over the long term		
Expected Result	**Strategy**	**Metric**
a) Improve London's resiliency to respond to potential future challenges	**BSC-10** Advance sustainability and resiliency strategies.	% of green city strategy completed
		% of resiliency strategy completed
		# of low impact development (LID) projects completed
b) Direct growth and intensification to strategic locations	**BSC-11** Advance the growth and development policies of the London Plan through enhanced implementations tools and investments in infrastructure.	% of new zoning tool evaluation completed (Phase 1)
		% of new zoning tool completed (Phase 2)
		# of London Plan policies in force
		% of agricultural land preserved
		% of Urban Growth Boundary review completed
		% growth that is intensification (within Built Area Boundary)
		% intensification within Primary Transit Area
		% growth within Urban Growth Boundary
		100% of Provincially Significant Wetlands, Areas of Natural and Scientific Interest, and Environmentally Significant Areas retained
		# of additional permit ready lots available
		# of additional market ready units available
	BSC-12 Prepare detailed plans for strategic locations.	# of secondary plans completed
	BSC-13 Revitalize London's downtown and urban areas.	# of dwelling units in Downtown Community Improvement Plan
		# of dwelling units in Old East Village Community Improvement Plan
		# of dwelling units in SoHo Community Improvement Plan
	BSC-14 Monitor city building outcomes with the London Plan.	Metrics TBD pending the development of the monitoring tool

BUILDING A SUSTAINABLE CITY		
Outcome 3: London has a strong and healthy environment		
Expected Result	**Strategy**	**Metric**
a) Increase waste reduction, diversion, and resource recovery	**BSC-15** Work with residents and organizations to implement the 60% Waste Diversion Action Plan.	# of groups or organizations actively involved in promoting waste diversion
		% reduction in per capita waste generation
		% of residential waste is diverted from landfill
		% of households participating in the Green Bin Program
		NEW - tbd
b) Increase community knowledge and action to support the environment	**BSC-16** Collaborate on environmental actions with community groups through the London Environmental Network (LEN) and businesses as part of Green Economy London.	# of businesses/institutions that have joined because of City collaboration
		# of collaborative projects with community groups undertaken
	BSC-17 Increase community environmental outreach for the built environment through CityGreen.	# of CityGreen activities or events hosted
		# of participants in environmental education provided by Conservation Authorities
c) Protect and enhance waterways, wetlands, and natural areas	**BSC-18** Implement strategies, policies, and programs to conserve natural areas and features.	# of Conservation master plans/ecological restoration plans completed
		# of hectares of buckthorn removed
		# of hectares of Environmentally Sensitive Area (ESA) land managed through Upper Thames River Conservation Authority (UTRCA) contract
		# of Hectares of invasive species other than buckthorn or phragmites removed
		# of ecological assessments reviewed
		# of Environmental Impact Studies monitoring compliance prior to subdivision assumption
		# hectares of phragmites removed
		# of hectares of wetlands created by Conservation Authorities
		# of trees planted by Conservation Authorities
		# of hectares of grasslands created by Conservation Authorities

BUILDING A SUSTAINABLE CITY		
Outcome 3: London has a strong and healthy environment		
Expected Result	**Strategy**	**Metric**
c) Protect and enhance waterways, wetlands, and natural areas (continued)	**BSC-19** Improve water quality in the Thames River	# of litres per day increase in ability to treat sewage during large rain storms
		# of Thames River water quality samples taken
		# of homeowner grants provided to reduce basement flooding and treatment plant bypasses
		# of kilometers of combined sewer replaced
		# of litres reduction in raw sewage bypasses to the Thames River during large rain storms **NEW – tbd water quality**
	BSC-20 Bring Londoners 'Back to the River' by revitalizing the Thames River radiating from the Forks. **APRIL 8**	% completion of the Forks Inaugural Project
		% completion of the SoHo Back to the River Environmental Assessment
		% completion of the SoHo Inaugural Construction Project
	BSC-21 Implement recommendations associated with the River Management Plan and One River Environmental Assessment.	# of projects completed from Environmental Assessment
d) Conserve energy and increase actions to respond to climate change and severe weather	**BSC-22** Develop and implement the next Corporate Energy Management Conservation & Demand Management (CDM) Strategy	% completion of CDM Strategy (2019-2023)
		% completion of CDM Strategy actions
		% completion of the updated Green Fleet Plan
		% reduction in corporate energy use on a per person basis compared to 2007
		% reduction in greenhouse gas generation levels from 2007 levels

BUILDING A SUSTAINABLE CITY		
Outcome 3: London has a strong and healthy environment		
Expected Result	**Strategy**	**Metric**
d) Conserve energy and increase actions to respond to climate change and severe weather (continued)	**BSC-23** Work with multi-sectors to develop and implement the next Community Energy Action Plan (CEAP).	% completion of CEAP **Strategy** (2019-2023)
		% completion of CEAP actions assigned to the City between 2020 and 2023
		% completion of CEAP actions assigned to Conservation Authorities between 2020 and 2023
		% reduction in energy use on a per person basis compared to 2007
		% reduction in greenhouse gas generation levels from 1990 levels
		# of stakeholder organizations, groups or businesses actively engaged in CEAP
		% reduction in greenhouse gas per person from 1990 levels
	BSC-24 Update flood forecast and warning system to address a changing climate.	# of updates completed annually
	BSC-25 Assess health vulnerability to climate change.	# of days of heat warnings
		# of days of cold weather alerts
		# of ticks testing positive for Lyme disease
		# of Vector Borne Diseases not previously reported in London

BUILDING A SUSTAINABLE CITY		
Outcome 4: Londoners can move around the city safely and easily in a manner that meets their needs		
Expected Result	**Strategy**	**Metric**
a) Increase access to transportation options	**BSC-26** Build more infrastructure for walking and bicycling.	# of metres of sidewalks built **NEW – metres of infrastructure gap - TBD**
		# of metres of bike lanes built **NEW - # metres of protected bike lanes built**
	BSC-27 Continue to expand options and programs to increase mobility.	% completion of a Bike Parking Action Plan
		% completion of a monitoring program for building a bike-friendly London
		% completion of a Transportation Management Association Feasibility Study
		% completion of Bike Share Business Case
		% completion of transportation demand management actions between 2020 and 2023
	BSC-28 Develop a strategic plan for a future with connected and autonomous vehicles.	% completion of the strategic plan
	BSC-29 Support Londoners to access affordable public transit where they live and work.	# of subsidized passes (Income-Related, Youth, and Visually Impaired) sold on average per month **NEW - # of subsidized rides**
		# of subsidized rides (Children 12 and Under and Seniors) on average per month
	BSC-30 Implement the London Transit Commission (LTC) 5 year Specialized Service Plan.	# of lower and level non-accommodated trips
		Increase rides per capita **NEW - # of paratransit rides?**
	BSC-31 Implement the LTC Ridership Growth Strategy.	Increase ridership
		Increase rides per capita
	BSC-32 Implement a rapid transit system to improve the reliability and capacity of existing transit service and support London Plan city building.	% increase in people carrying capacity
		% of PM peak period boardings and alightings at a fully accessible transit platform
		% of residences within walking distance of higher order transit
		% of jobs within walking distance of higher order transit
	BSC-33 Implement the LTC 5 year Conventional Service Plan	Increase ridership
		Increase rides per capita

BUILDING A SUSTAINABLE CITY		
Outcome 4: Londoners can move around the city safely and easily in a manner that meets their needs (continued)		
Expected Result	**Strategy**	**Metric**
b) Manage congestion and travel times	**BSC-34** Continue to improve the traffic signal system for the benefit of all road users.	% reduction in the afternoon peak Travel Time Index (ratio of off-peak to peak travel times on busy roads) **NEW - # of signals that have been upgraded**
	BSC-35 Implement the strategic program of road improvements identified in the Smart Moves Transportation Master Plan.	# of lane kilometres of road added to the transportation network
		# of new road-rail underpasses constructed
c) Improve safety for all modes of transportation	**BSC-36** Implement infrastructure improvements and programs to improve road safety.	**%** reduction in injury and fatality collisions **NEW - % reduction in injury and fatality collisions – by road user (vehicle, cyclist, pedestrian)** **NEW – collision rate for cycling? (tbd)**
d) Improve the quality of pedestrian environments to support healthy and active lifestyles	**BSC-37** Plant more trees to increase the city's tree canopy cover.	# trees planted on streets, open spaces and parks
	BSC-38 Respond to changing participation patterns and emerging activities by adapting public spaces and programs.	# of benches added to parks
		# of lights added to parks
		% of public satisfied with park and open space
		# of kilometres of pathway improved
	BSC-39 Increase pedestrian amenities on streets.	% of street projects with urban design review
		# street trees planted
		$ made available for cost-sharing neighbourhood street lighting projects
		NEW – new street lighting in areas that do not have it

Draft Outcomes, Expected Results, Strategies, and Metrics

GROWING OUR ECONOMY (GOE)		
Outcome 1: London will develop a top quality workforce		
Expected Result	**Strategy**	**Metric**
a) Increase access employers have to the talent they require	**GOE-01** Increase employers' access to resources to help achieve best practices in talent recruitment and retention.	
		# of agencies and institutions committed to developing a top quality workforce
		# of activities to support employers
		# of employer meetings
	GOE-02 Increase Ontario Works client participation within employment activities.	~~% of Ontario Works file terminations exiting to employment~~ **NEW - % of people participating in Ontario Works who exit to employment**
		% of eligible clients that have an active outcome plan
b) Increase opportunities between potential employers, post-secondary institutions, and other employment and training agencies	**GOE-03** Increase the number of local internship opportunities for post-secondary students.	Metrics TBD
	GOE-04 Increase the number of connections between employers, post-secondary students, newcomers, and other employment and training agencies.	# of activities to support connections of students to business
		# of activities to support connections of employers to employment and other training agencies
		# of activities to support connections of employers to newcomers
		# of networking opportunities provided for cultural workers in art, history, literature, music, and digital technology
	GOE-05 Attract, retain, and integrate international students, and newcomer skilled workers, and entrepreneurs.	# of newcomer attraction activities supported
		# of newcomer retention and integration activities supported
		% annual newcomer retention rate

GROWING OUR ECONOMY		
Outcome 2: London is a leader in Ontario for attracting new jobs and investments		
Expected Result	**Strategy**	**Metric**
a) Increase partnerships that promote collaboration, innovation, and investment	**GOE-06** Expand opportunities and activities through the London Waste to Resources Innovation Centre.	# of resource recovery pilot projects initiated
		# of companies collaborating on resource recovery projects
		# of signed Memorandums of Understanding (MoUs)
	GOE-07 Implement the Smart City Strategy.	% of Smart City Strategy completed
	GOE-08 Seek out and develop new partnerships and opportunities for collaboration.	# of City Planning projects completed in collaboration with educational institutions
	GOE-09 Plan for High Speed Rail.	Metrics TBD
	GOE-10 Collaborate with regional partners on international missions for new investment attraction.	# of regional investment promotion missions
	GOE-11 Undertake regional planning partnerships with neighbouring municipalities.	# of area municipalities engaged in regional planning
	GOE-12 Grow tourism revenues through initiatives that build awareness and interest in London.	# of overnight visitors to London
		$ of tourism spending in London
	GOE-13 Support tourism by facilitating local, provincial, and national stakeholders to encourage community economic development, business partnerships, product development and legacy development for London.	$ of economic impact of tourism in London
		$ tourism revenue generated as a total of Gross Domestic Product (GDP) for Ontario
		$ tourism revenue generated as a total of Gross Domestic Product (GDP) for London
	GOE-14 Support the development of agricultural industry and promote its value to the urban community through the establishment of an Agricultural Centre of Excellence.	# of industry leading farm and poultry shows
		$ leveraged to support Agricultural Centre of Excellence
		# of Agricultural Centre of Excellence partners
		# of Agricultural Centre of Excellence users
	NEW – Complete and implement the Screen-Based Industry Strategy	**NEW – tbd pending strategy**

GROWING OUR ECONOMY		
Outcome 2: London is a leader in Ontario for attracting new jobs and investments (continued)		
Expected Result	**Strategy**	**Metric**
b) Maintain viability in key global markets	**GOE-15** Continue to engage the community to attract conventions, conferences, and multi-day events to London contributing to the community's economic prosperity.	$ of economic impact (in millions)
		$ of total revenue (in millions)
	GOE-16 Create a vibrant entertainment district in the City of London.	# of events held at the Western Fair
		# of outdoor patio venues
		# of private music venues
c) Increase public and private investment in strategic locations	**GOE-17** Revitalize London's downtown and urban areas.	$ value of all construction projects in receipt of CIP loans
		Ratio of Construction Value to CIP loans within Community Improvement Plan (CIP) areas
		% per year assessment growth rate above inflation in CIP areas
		$ of Covent Garden Market sales revenue
		% of Covent Garden Market tenant vacancy
		NEW – $ value of CIP reserve fund for property acquisitions
d) Increase public and private investment in amenities that attract visitors, a talented workforce and investment	**GOE-18** Invest in city building projects.	# of city building project studies completed
		# of Downtown Plan initiatives implemented
		# of units zoned within Old Victoria Hospital lands
	GOE-19 Increase partnership funding, sponsorships, and donations to recreation services and amenities.	$ of partnerships, sponsorships and donations
		# of adopt-a-parks

GROWING OUR ECONOMY			
Outcome 2: London is a leader in Ontario for attracting new jobs and investments (continued)			
Expected Result	**Strategy**		**Metric**
e) Maintain foreign investment attraction, local retention, and growth and entrepreneurship support programs	**GOE-20**	Ensure job growth through attraction of new capital from a diverse range of markets and industries.	# of jobs created NEW - tbd
		NEW – Strategic Advocacy through AMO, FCM and other associations	

Draft Outcomes, Expected Results, Strategies, and Metrics

GROWING OUR ECONOMY			
Outcome 3: London creates a supportive environment where entrepreneurs, businesses, and talent can thrive			
Expected Result	**Strategy**		**Metric**
a) Increase access to supports for entrepreneurs and small businesses, and community economic development	**GOE-21**	Revitalize London's Downtown and urban areas.	# of Business Improvement Areas (BIAs) supported
			# of Community Improvement Plan financial incentive applications processed
			% of targeted businesses in BIAs
			# of net new businesses in BIAs
			$ invested in BIA administration
	GOE-22	Support entrepreneurs, start-up, and scale-up companies.	# of supports provided for start-ups and scale-ups
			# of activities to support entrepreneurship growth
			# of artist performance opportunities created
			# of music workshops and networking opportunities created
b) Increase efficiency and consistency for administrative and regulatory processes	**GOE-23**	Improve administrative and regulatory processes and by-law requirements.	# of Planning policy/procedural manuals created
			# of bylaws reviewed and amended or repealed
			# of building and development processes reviewed and improved
	GOE-24	Improve access and navigation of City services and supports through Service London Business.	# attendees at collaborative regulatory workshops
			# of customer journeys mapped and improved
			# of visits to Service London Business Counter
			# of visits to Service London Business website
c) Increase the availability of serviced land in strategic locations	**GOE-25**	Continue to invest in land acquisition and servicing to recruit and retain new industrial employees.	# hectares sold of City-owned industrial land inventory
			# of new jobs created in City-owned industrial parks
			$ increase in taxes paid by companies operating in City-owned industrial parks
			NEW – sufficient inventory - tbd

Draft Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE (LPS)		
Outcome 1: The City of London is trusted, open, and accountable in service of our community		
Expected Result	**Strategy**	**Metric**
a) Increase opportunities for residents to be informed and participate in local government	**LPS-01** Develop and deliver a corporate communications strategy, including staff training and tools to enhance communications and public engagement.	Metrics TBD through the development of the Corporate Communications Strategy
		# of media relations training sessions offered
		# of Public Engagement Forum meetings
		% Resident public engagement satisfaction score
		% of City Planning outreach and education strategy completed
		# of residents that participate in the Neighbourhood Decision Making process
		# of communication channels for Multi-Year Budget (MYB) engagement process
		# of resident interactions in the Multi-Year Budget engagement process
b) Improve public accountability and transparency in decision making	**LPS-02** Measure and publicly report on corporate performance.	# of public reports the City of London participates in (BMA Consulting, Municipal Benchmarking Network Canada (MBNC), etc.)
		# of strategic plan progress and performance reports
		# of reports to the community, including the annual community survey
	LPS-03 Increase access to information to support community decision making.	# of open data sets available
		# of new tools available, such as a citizen dashboard
c) Build relationships with Indigenous peoples that are respectful, transparent, responsive, and accountable	**LPS-04** This strategy must be developed in partnership with Indigenous peoples, including local First Nations.	Metrics TBD through the development of the strategy
		NEW – repeat metrics for Intercultural Competency training
		NEW – Indigenous Relations position is filled
		NEW – # Truth and Reconciliation Calls to Action implemented

Draft Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 2: Londoners experience exceptional and valued customer service		
Expected Result	**Strategy**	**Metric**
a) Increase community and resident satisfaction of their service experience with the City	**LPS-05** Create new and/or enhance opportunities for residents and neighbourhood groups to engage on program and service needs.	% of all community centre visitors rating overall experience as good or excellent
		% program utilization rate
		% satisfaction rate of annual community survey
b) Increase responsiveness to our customers	**LPS-06** Research and respond to emerging planning trends and issues.	% of Provincial Planning legislation and policy updates reviewed and reported to Council
		# of reports addressing emergent planning issues
	LPS-07 Streamline customer intake and follow-up across the corporation.	**% of identified City staff** that receive customer service training **by Service Area**
		% of customers surveyed at point of transaction
		% of customers satisfied with the services they received at point of transaction
		% of service requests completed by planned completion date
		% of Eligibility Determinations into Ontario Works made within 4 days
		% of Ontario Works clients that access intake within 5 minutes
		# of building and development processes reviewed and improved

Draft Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 2: Londoners experience exceptional and valued customer service (continued)		
Expected Result	**Strategy**	**Metric**
c) Increase efficiency and effectiveness of service delivery	**LPS-08** Implement customer service standards.	**%** of Service Requests completed by Planned Completion Date
		% of customers satisfied with the service they received
	LPS-09 Conduct targeted service reviews.	# of zero-based budget reviews completed
		# of additional reviews completed **NEW – tbd re: efficiencies achieved**
	LPS-10 Promote and strengthen continuous improvement practices.	# of City employees with Lean training
		# of individuals that participate in continuous improvement events
		# of employees engaged in continuous improvements
		# of financial process improvements
		# of continuous improvements projects undertaken across the corporation
	LPS-11 Demonstrate leadership and accountability in the management and provision of quality programs, and services.	% satisfaction rate of annual community survey
	LPS-12 Accommodate long-term space needs for the City of London and optimize service delivery locations.	TBD - Pending approval of Master Accommodation Business Plan (MAP) business case through MYB
	LPS-13 Improve animal welfare by encouraging more animal adoption.	% rate of companion animal live release
	LPS-30 Improve residents' satisfaction with winter road and sidewalk maintenance.	% average of winter storms where the response exceeds provincial road maintenance standards **NEW – tbd re: are we doing a better job? (Citizen satisfaction survey)**

LEADING IN PUBLIC SERVICE			
Outcome 2: Londoners experience exceptional and valued customer service (continued)			
Expected Result	**Strategy**		**Metric**
d) Reduce barriers to access city services and information	**LPS-14**	Enhance collaboration between Service Areas and community stakeholders to assist residents to access services and supports.	# of new processes developed to ensure that city resources are shared across Service Areas
			# of cross-functional teams supporting community initiatives
			% of community initiatives that share information and resources across the corporation
			# of staff training sessions related to mental health and addictions, cultural competency, and community resources
			# of multi-Service Area initiatives implemented
	LPS-15	Implement the 2018 to 2021 Multi Year Accessibility Plan.	# of front counters made accessible
			# of pedestrian crosswalks made accessible
			% of accessibility initiatives implemented **NEW – expand metrics – check with AAC**
	LPS-16	Implement ways to improve access to services and information.	# of services available at customer service counters
			# of new Service London tools and resources available in multiple languages
			% of customers satisfied with the service they received
			% of information provided in alternate formats
			% satisfaction rate with accessibility of services
			# of Service London Portal users
			NEW – add 311 metrics **NEW - # of City message campaigns advertised on digital billboards**
e) Increase the use of technology to improve service delivery	**LPS-17**	Continue to maintain, build, and enhance a high-performing and secure computing environment.	# of technical service requests and incidents successfully completed
			% availability of City of London core computing environment
			% of Information Technology customers satisfied

Draft Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 3: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service		
Expected Result	**Strategy**	**Metric**
a) Increase the diversity of the city's workforce	**LPS-18** Update and implement an Equity and Inclusion Plan.	% of new hires that identify as Women
		% of new hires that identify as LGBTQ+
		% of new hires that identify as Indigenous People
		% of new hires that identify as Racialized People
		% of new hires that identify as People with Disabilities
		% of new hires that identify as Immigrants
b) Attract and retain a talented workforce	**LPS-19** Develop and implement a People Plan.	Metrics TBD through the development of the Plan
c) Maintain a safe and healthy workplace	**LPS-20** Develop and implement a People Plan.	Metrics TBD through the development of the Plan

Draft Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE			
Outcome 3: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service (continued)			
Expected Result	**Strategy**		**Metric**
d) Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term.	**LPS-21**	Plan, conduct, and support annual internal and external audits.	# of audits completed
	LPS-22	Continue to ensure the strength and sustainability of London's finances.	# of consecutive years the Aaa credit rating is maintained **NEW – Debt issuance/average cost of borrowing**
	LPS-23	Establish and monitor targets for reserves and reserve funds.	% of reserve and reserve fund targets that are established and monitored
	LPS-24	Maximize investment returns, adhering to the City's investment policy.	Actual investment returns compared to the City of London contractual bank rate
	LPS-25	Review and update the City's financial strategic planning, principles, and policies.	# of Strategic Financial Plan update completed
	LPS-26	Develop and monitor the Multi-Year Budget to align financial resources with Council's Strategic Plan.	Average annual tax levy, water and wastewater rate increases approved through annual budget updates compared to the average annual tax levy, water and wastewater rate increases approved through Multi-Year Budget process
	LPS-27	Adhere to City of London limit on authorized debt (internal debt cap).	Actual debt authorized compared to internal debt cap
	LPS-28	Develop tax policy to align with Council priorities of the Strategic Plan.	City of London Commercial tax ratio compared to average Provincial Commercial tax ratio
			City of London Industrial tax ratio compared to average Provincial Industrial tax ratio
			City of London Multi-residential tax ratio compared to average Provincial Multi-residential tax ratio
			NEW – actual taxes by tax class

		NEW – consider measures that align with tax policy priorities of Council - tbd
LEADING IN PUBLIC SERVICE		
Outcome 3: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service (continued)		
Expected Result	**Strategy**	**Metric**
e) Enhance the ability to respond to new and emerging technologies and best practices	**LPS-29** Deliver and maintain innovative digital solutions to increase efficiency and effectiveness across the Corporation.	# of digital solutions delivered
		# of Lessons Learned Outcomes communicated to ITS Project Managers
		% of digital solutions that resulted in an increase in efficiency and/or effectiveness
		% of time spent on projects
		% of paperless trials (Provincial Offences Court)
		% of disclosure requests available electronically (Provincial Offences Court)
		% progress towards completion of digital application tracking initiatives

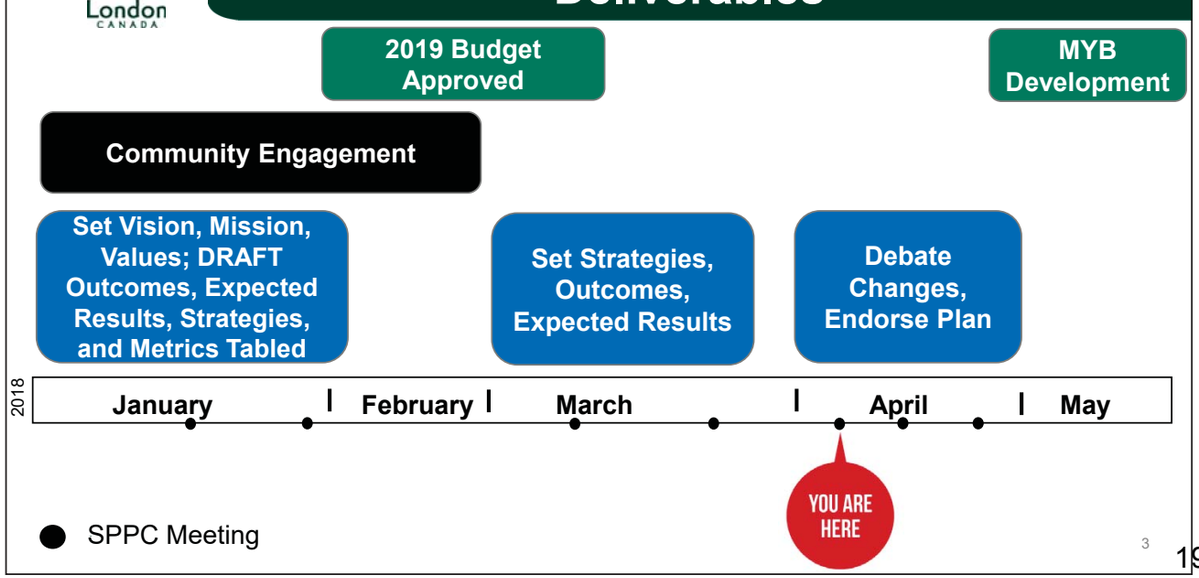
Council's Strategic Plan 2019-2023

April 1, 2019 SPPC

Agenda

- **Key Timelines and Deliverables**
- **Council's Vision, Mission, and Values**
- **Outcomes, Expected Results, and Strategies**
  - Community Feedback
  - Council sets the Outcomes, Expected Results, and Strategies by Strategic Area of Focus
- **Next Steps**

Strategic Plan 2019-2023: Timelines and Deliverables



Community Engagement

Throughout the month of February, Londoners were asked to provide their feedback on Council's Strategic Plan both online and in person through the following opportunities:

- 5 Pop-Up Events
- 2 Open Houses
- 3 Ward meetings (representing 5 Wards)
- 2 Advisory Committees
- 4 focus groups/organization-hosted meetings
- Wall charts posted at Innovation Works

Community Engagement

1,407 total contributions (online and paper)

www.getinvolved.London.ca

- **4,606** page views
- **3,354** visits
- **2,418** visitors

In Person

- Minimum **433** total attendance at pop-ups, ward meetings, open houses, and organization-hosted focus groups

Strategic Plan Approach

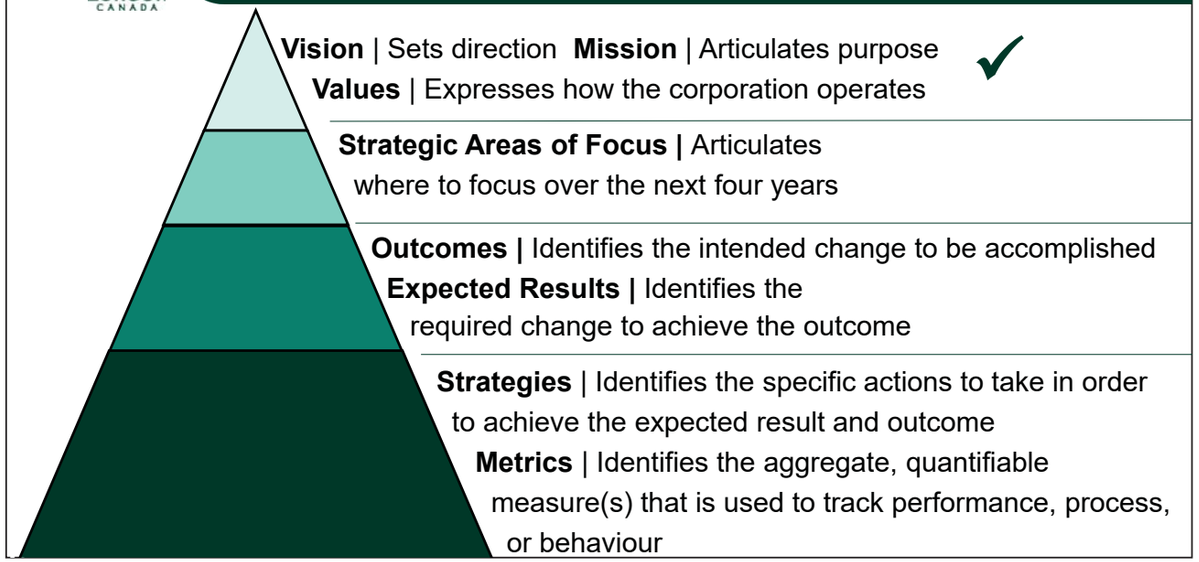
Strategic Plan Approach

1. The Strategic Plan is a **directional document**
2. The City of London currently has a comprehensive Strategic Plan (2015-2019); the Strategic Plan 2019-2023 will **build from the 2015-2019 plan**
3. The Strategic Plan 2019-2023 will be **deliberately connected** with the 2020-2023 Multi-Year Budget

Strategic Plan Approach cont'd

4. It is the **focused** strategic actions within the 2019-2023 window that will be reflected in the Strategic Plan
5. The Strategic Plan 2019-2023 will be built with **clear and measurable outcomes and expected results**
6. Building on the **structure** of the current Strategic Plan

Strategic Plan Approach cont'd



Council's Vision, Mission, and Values

Vision (sets direction)

A leader in commerce, culture, and innovation —our region's connection to the World.

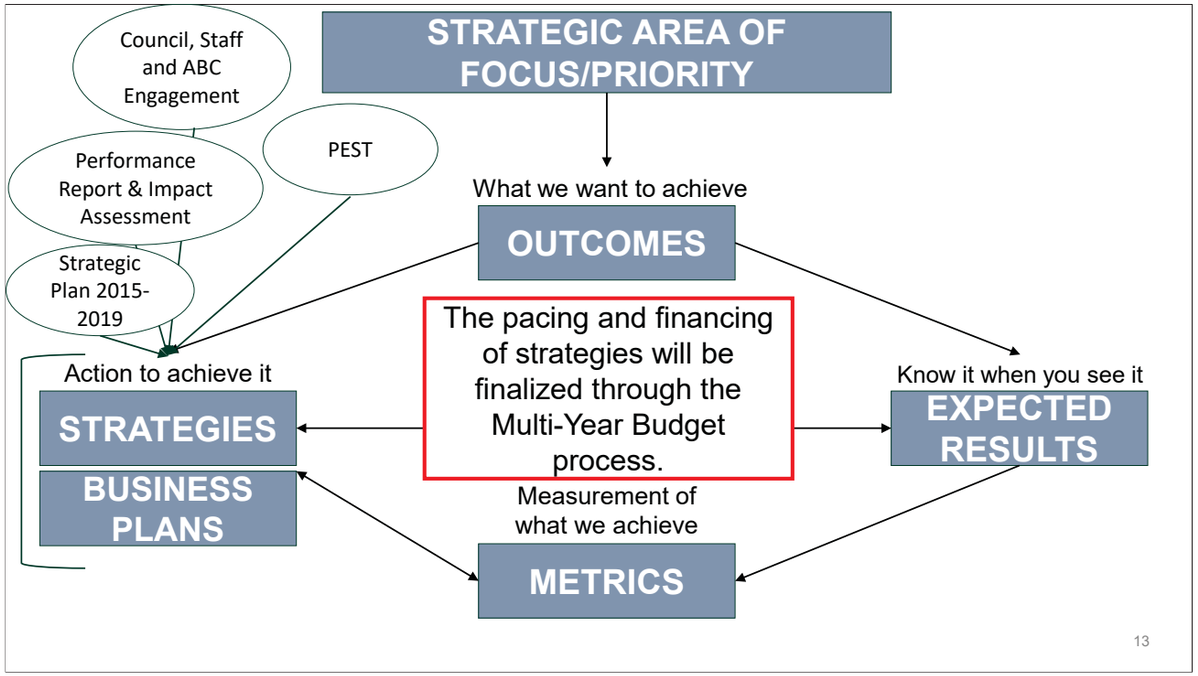
Mission (articulates purpose)

A responsive and modern public service partner that fosters change to build a better London for all.

Values (expresses how the corporation operates)

Good Governance
Driven by Community
Acting with Compassion
Moving Forward through Innovation

Outcomes, Expected Results, and Strategies



Process to Set Outcomes, Expected Results, and Strategies

Step 1: Community engagement (see Appendix B) will be presented by each Strategic Area of Focus:

- **Outcomes** are listed in order of importance
- **Expected Results** are organized by Outcome, listed in order of importance
- **Strategies** are listed by the top ten most mentioned
- **Anything Missing** has been organized into themes based on comments provided by the public about what may be missing from the Strategic Plan

Step 2: Council will set Outcomes, Expected Results, and Strategies line by line, for each Strategic Area of Focus

Strengthening our Community

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for <u>Strengthening our Community</u>**

Building a Sustainable City

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for Building a Sustainable City**

Growing our Economy

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for Growing our Economy**

Leading in Public Service

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for Leading in Public Service**

Next Steps

April 8, 2019 SPPC Meeting:
- Anova and London Abused Women's Centre feedback
- Back to the River
- Council debates any final changes to the Strategic Plan

April 23, 2019 SPPC Meeting:
- Council approves the Strategic Plan 2019-2023

Thank You!

Bill No. 141
2019

By-law No. A.-_____-___

A by-law to confirm the proceedings of the Council Meeting held on the 9th day of April, 2019.

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 Local Planning Appeal Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.

2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.

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

PASSED in Open Council on April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 9, 2019
Second Reading – April 9, 2019
Third Reading – April 9, 2019

Bill No. 142
2019

By-law No. A.-____-___

A by-law to approve the Declaration and Agreement of Trust between the Museum London Foundation, Museum London and The Corporation of the City of London.

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

AND WHEREAS section 8 of the *Municipal Act*, 2001 provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

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

AND WHEREAS subsection 10(1) of the *Municipal Act*, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act*, 2001 provides that a municipality may pass by-laws respecting, among other things: (i) governance structure of the municipality and its local boards; ii) financial management of the municipality and its local boards; and iii) economic, social and environmental well-being of the municipality;

AND WHEREAS it is deemed expedient for The Corporation of the City of London to enter into the Declaration and Agreement of Trust with Museum London Foundation and Museum London (the "Agreement");

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

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

1. The Declaration and Agreement of Trust, between The Corporation of the City of London, Museum London Foundation and Museum London, substantially in the form attached as Schedule "A" to this By-law, is hereby authorized and approved.

2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 9, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 9, 2019
Second Reading – April 9, 2019
Third Reading – April 9, 2019

Schedule A

DECLARATION AND AGREEMENT OF TRUST
made this ____ day of April, 2019

THE MUSEUM LONDON OPERATING ENDOWMENT FUND TRUST

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THIS DECLARATION AND AGREEMENT OF TRUST is made as of the ____ day of April, 2019

AMONG:

THE CORPORATION OF THE CITY OF LONDON,
(the "**City**")

– and –

MUSEUM LONDON FOUNDATION,
(the "**Trustee**" or the "**Foundation**")

- and -

MUSEUM LONDON,
(the "**Settlor**" or "**Museum London**")

PREAMBLE

A. Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "***Municipal Act***") confers natural person powers on municipalities, including the power to enter into agreements and to hire and delegate responsibilities where a municipality exercises its authority under the *Municipal Act*.

B. Section 8 of the *Municipal Act* provides that the powers of municipalities shall be interpreted broadly so as to confer broad authority to enable municipalities to govern their own affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

C. Subsection 10(1) of the *Municipal Act* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public.

D. Subsection 10(2) of the *Municipal Act* provides that a municipality may pass by-laws respecting, among other things: (i) governance structure of the municipality and its local boards; (ii) financial management of the municipality and its local boards; and (iii) economic, social and environmental well-being of the municipality.

E. The City established Museum London as a local board of the City pursuant to the Museum London By-Law.

F. The Museum London By-Law permits Museum London to collect and raise money by way of grants, gifts, donations, bequests, legacies and other payments and to hold, expend or deal with such funds.

G. Museum London maintains the Operating Endowment Fund as a reserve fund set aside on Museum London's audited financial statements for specific purposes, which financial

statements are consolidated as part of the City's audited financial statements in accordance with the generally accepted accounting principles for the public sector established by the Public Sector Accounting Board of Canada.

H. Pursuant to section 13.1 of the Museum London By-Law, the City may permit Museum London to use property that the City has an interest in, including trust funds, upon such terms and conditions as the City agrees to.

I. Pursuant to section 17.1 of the Museum London By-Law, on dissolution of Museum London and after the payment of all debts and liabilities, the assets of Museum London, including the Operating Endowment Fund, shall be distributed to the City or to such other organizations having objects similar to those of Museum London as may be designated by Council.

J. The Foundation exists to provide Museum London with financial support as more particularly described in the Foundation's constating documents.

K. Museum London and Council consider it necessary and desirable for the Operating Endowment Fund to be managed, administered and invested wisely for the benefit of the City and Museum London.

L. Museum London and Council are of the opinion that it would be in the best interest of both the City and Museum London for a trust to be established to improve the administration, operation and governance of the Operating Endowment Fund pursuant to the terms of this Agreement.

M. The purpose of this Agreement is to set clear rules for the administration and operation of the Trust by the Foundation in its capacity as Trustee of the Trust Property.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINED TERMS

Definitions. In addition to the terms otherwise defined in this Agreement, the following terms shall have the meanings set out below:

1.1 "**Agreement**" means this declaration and agreement of trust, together with the preamble and all schedules attached hereto, as may be amended, supplemented or otherwise modified from time to time.

1.2 "**Beneficiaries**" means the collective reference to the City and Museum London and the term "**Beneficiary**" means any one of the foregoing as the context may require.

1.3 "**Capital**" means the Operating Endowment Fund and all monies and receivables now or hereafter on deposit in the Trust Account, which for greater certainty includes any and all investment instruments in which the monies in the Trust Account may from time to time be invested hereunder as well as any additions to capital or accruals thereto but excluding all

amounts which have been paid or disbursed therefrom in the normal course of the administration of or pursuant to the provisions of this Agreement.

1.4 "**City**" means The Corporation of the City of London, a municipal corporation established pursuant to the *Municipal Act*.

1.5 "**Council**" means the municipal council of the City.

1.6 "**Financial Advisor**" means a person not engaged in the sale of investment products and services to the Trust or the Trustee and which will provide independent advice to the Trustee on the development of the Investment Policy and selection of Investment Managers and evaluation of portfolio performance and which has an arm's length relationship with the Trustee and the Investment Manager(s) and whose staff have been awarded the chartered financial analyst designation by the Chartered Financial Analyst Institute, or its successor.

1.7 "**Financial Advisor Service Agreement**" means an agreement between the Trustee and the Financial Advisor detailing the duties and responsibilities of the Financial Advisor in relation to this Agreement.

1.8 "**Financial Institution**" means: (a) any bank, authorized foreign bank or federal credit union as defined in section 2 of the *Bank Act*, S.C. 1991, c. 46; (b) a credit union as defined in section 1 of the *Credit Unions and Caisses Populaires Act, 1994*, S.O. c.11.; or (c) a trust corporation registered under the *Loan and Trust Corporations Act*, R.S.O. 1990, c. L.25.

1.9 "**Foundation**" means Museum London Foundation, a not-for-profit corporation established without share capital pursuant to the *Corporations Act*, R.S.O. 1990, c. C.38 and continued pursuant to the *Canada Not-for-profit Corporations Act*, S.C. 2009, c. 23 and also a charitable public foundation registered with Canada Revenue Agency under charitable registration number 866377104 RR0001.

1.10 "**Investment Manager**" means a person which has obtained registration with the Ontario Securities Commission as an advisor in the category of portfolio manager in accordance with National Instrument 31-103 7.2(1)(a) as amended from time to time, and whose revenue is derived from the discretionary management of investment portfolios, and which has an arm's length relationship with the Trustee and the Financial Advisor.

1.11 "**Investment Management Agreement**" means an agreement between the Trustee and an Investment Manager by which the investment management responsibility for funds invested in the public markets is to be undertaken solely by the Investment Manager pursuant to the terms of this Agreement and the Investment Management Agreement.

1.12 "**Investment Policy**" means the policy approved by the Trustee from time to time following the receipt of advice from the Investment Manager and Financial Advisor, which sets out the policy, objectives, and framework for investment of funds in the Trust in authorized investments by the Investment Manager.

1.13 "***Income Tax Act***" means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) and the regulations thereunder.

1.14 "**Letter of Understanding**" means the letter of understanding, dated November 30, 2016, entered into between the Foundation and Museum London, as may be amended, revised or otherwise modified from time to time.

1.15 "**Museum London**" means the not-for-profit corporation continued as a local board of the City pursuant to the Museum London By-Law.

1.16 "**Museum London By-Law**" means City by-law number A.-6869-273 passed on September 18, 2012, as may be amended, replaced, restated or otherwise modified from time to time.

1.17 "**Operating Endowment Fund**" means the collective reference to the general operating funds of Museum London, including unrestricted donation revenue not subject to externally imposed donor restrictions, government grants, capital revenue and other ancillary revenue sources, held and maintained by Museum London in long term and short term investments for the purpose of earning additional returns over time, to fund innovative projects that benefit Museum London's constituency, while ensuring that Museum London's operational cash needs are met.

1.18 "**person**" or any cognate term, shall, subject to any express indication to the contrary, include an individual natural person, corporation, firm, partnership, trust, trustee, joint venture, limited liability company, association, or unincorporated organization.

1.19 "**Settled Amount**" has the meaning given to it at Section 4.1 of this Agreement.

1.20 "**Settlor**" means Museum London, and any other person who assigns transfers or delivers by deed, will or testamentary or *inter vivos* trust or in any other manner, any real, personal or mixed property to the Trustee to become part of the Trust Property.

1.21 "**Trust**" means the trust established by this Agreement.

1.22 "**Trust Account**" means an interest bearing account opened in a Financial Institution by the Trustee pursuant to Section 10.1 of this Agreement.

1.23 "**Trust Property**" means the collective reference to Capital, all monies, securities, properties and assets under the control of the Trustee from time to time pursuant to this Agreement and any further or additional property, whether personal or real, which the Settlor may donate to or cause to be vested in the Trustee and together with the full benefit of all assets and property at any time held by the Trustee upon the trusts declared in this Agreement, whether by way of further settlement, accumulation of income, capital accretion, or otherwise, and all property from time to time representing the foregoing respectively.

1.24 "**Trustee**" means the collective reference to the Foundation and any additional or successor trustee appointed in accordance with the terms of this Agreement holding office from time to time as a trustee under this Agreement, and the term "Trustee" in the singular form means any one of the foregoing as the context may require, and any reference in this Agreement to "Trustees" in the plural form shall include the singular form where the context so requires.

1.25 Index and Headings. The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and are not intended to assist in the construction or interpretation of any of the provisions of this Agreement.

1.26 Statutory References. Any reference in this Agreement to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder.

2. STATEMENT OF INTENTION

2.1 Settlor's Intention. The Settlor hereby expresses its intention to establish a revocable trust for the benefit of the Beneficiaries upon the terms and conditions as hereinafter set forth.

2.2 Trustee's Agreement. The Trustee agrees to stand seized and possessed of the Trust Property upon the terms and conditions hereinafter set forth.

3. PURPOSES OF THE TRUST

3.1 Trust Purposes. The general purposes of the Trust are to promote the financial welfare of Museum London and to foster a continuing improvement in the services offered by Museum London and the development and implementation of programs to assist with the needs of Museum London for the benefit of the public generally. In this regard, the Trustee shall work cooperatively with representatives of each Beneficiary to develop and implement strategic plans and policies for the management and use of the Trust Property, consistent with the purposes set out in this Agreement and in the Letter of Understanding. In developing and implementing the strategic plans, the Trustee may seek expert advice on investments, taxation, strategic planning, finance and such other advice as the Trustee deems appropriate in the circumstances.

4. ESTABLISHMENT OF TRUST

4.1 Statement of Intention. The Settlor hereby expresses the intention to establish an revocable trust for the benefit of the Beneficiaries upon the terms and conditions set forth in this Agreement, by hereby transferring to the Trustee the current balance of the Operating Endowment Fund (the "**Settled Amount**"), which together with any other additional or further sums or property which may be received by the Trustee from time to time and any accretions or additions thereto, shall constitute the Trust Property.

4.2 Name of Trust. The trust hereby established by this Agreement shall be known as "*The Museum London Operating Endowment Fund Trust*".

4.3 Acknowledgement of Receipt. The Trustee acknowledges receipt of the Settled Amount from the Settlor.

4.4 Additional Contributions. Subject to the Trustee's acknowledgment of receipt and the provisions hereinafter provided, any person may from time to time during the currency of

this instrument convey, transfer or assign by deed, will or testamentary or in any other manner, any real, personal or mixed property to the Trustee to become part of the Trust Property and such additional property so conveyed, transferred or assigned shall become and be subject to the terms and conditions herein set forth to the same extent and effect as if originally included in the Trust Property. With respect to the acceptance of any additional contributions of property, the Trustee is hereby advised to obtain independent legal and tax advice concerning any legal, tax or property implications to any of the Beneficiaries or the Trust Property arising from the acceptance of any such additional contributions.

4.5 Trust Accretions. The Trust Property shall include all property of any kind whatsoever acquired by the Trustee, whether such property originated as a settlement, gift or accretion to the Trust Property or property substituted therefor.

5. REVOCABLE TRUST; POWERS RESERVED BY SETTLOR

5.1 Right to Change Trust. The Settler hereby reserves the right to change, amend or alter any of the terms or provisions of this Agreement at any time. All changes, amendments or alterations by the Settlor must be in writing and will not become effective until signed by the Trustee and the Beneficiaries.

5.2 Right to Terminate. The Settler hereby reserves the right to terminate this Agreement, in whole or in part, at any time. Any complete or partial termination shall become effective upon delivery of written notice of termination to the Trustee.

5.3 Right to Withdraw Trust Property. The Settler hereby reserves the right to withdraw all or any part of the Trust Property. The exercise of this right of withdrawal, in whole or in part, shall become effective upon delivery of written notice to the Trustee.

6. TRUSTEE

6.1 Appointment of Trustee. The Settler hereby appoints the Foundation as the original Trustee of the Trust effective as of the date hereof, to have all of the rights, powers and duties set forth herein. The Trustee accepts its appointment by executing this Agreement. The Trustee will be subject to direction by its duly appointed board of directors and will have the degree of discretion to manage and control Trust Property as specified in this Agreement. Neither the Settlor nor any Beneficiary will be liable for any act or omission of the Trustee, as to duties delegated to the Trustee.

6.2 Additional or Successor Trustees. Additional and successor Trustees may be appointed from time to time by an appointment in writing executed by Museum London and the City. Any person meeting the qualifications set forth in Section 6.3 may be appointed as an additional or successor Trustee. A person who is appointed a Trustee hereunder shall not become a Trustee until such person has, either before or after such appointment, executed and delivered to Museum London, the City and the other Trustees, if any, a written consent to serve as a Trustee hereunder, at which time such person shall become a Trustee hereunder and shall be deemed to be a party to this Agreement.

6.3 Qualifications of Trustee. No person shall at any time be eligible to be appointed as a Trustee pursuant to Section 6, or to act as a Trustee at any time, other than:

(a) an individual at least 18 years of age who is resident in Canada for purposes of the *Income Tax Act*; who is not the Settlor or anyone who has contributed property to the Trust Property; who has not been declared incompetent; and who does not have the status of bankrupt; or

(b) a corporation incorporated under the laws of Canada or of a province that is a resident of Canada for purposes of the *Income Tax Act* and does not have the status of bankrupt.

For greater certainty, a Trustee shall immediately cease to be a Trustee at any time that such person fails to meet the qualifications set out in Section 6.3(a) or (b), as applicable.

6.4 Ceasing to Hold Office. A Trustee ceases to hold office when the Trustee:

(a) dies (in the case of a Trustee who is a natural person);

(b) resigns;

(c) is removed in accordance with Section 13.4; or

(d) fails to meet the qualifications set out in Section 6.3(a) or (b), as applicable.

The resignation of a Trustee becomes effective at the time specified in a written resignation delivered to Museum London and the City, provided that if, upon the resignation becoming effective, no successor Trustee has been appointed, the resignation is not effective until the resigning Trustee's successor is duly appointed as a Trustee. Upon a Trustee ceasing to hold office, such Trustee shall cease to be a party, as a Trustee, to this Agreement; provided, however, that such Trustee shall continue to be entitled to be paid any amounts owing by the Trust to the Trustee and to the benefits of the indemnity provided in Section 6.9.

6.5 Removal of Trustee. The Ontario Superior Court of Justice may remove any Trustee from office by resolution unanimously approved by the votes cast at a meeting of Museum London and the City called for that purpose.

6.6 Vesting in New Trustee. The right, title and interest of the Trustee in and to the Trust Property and all the trusts, powers and authorities herein contained shall vest automatically in all persons who may become Trustees upon their due election or appointment and qualification without any further act and they shall thereupon have all the rights, privileges, powers, obligations and immunities of a Trustee hereunder.

6.7 Validity of Acts. All acts of a Trustee are valid notwithstanding any irregularity in the appointment of the Trustee or any defect in the qualifications of the Trustee.

6.8 Decisions of Trustee. At such time that the Foundation is the sole Trustee, all decisions of the Trustee or the exercise of any discretion or power hereby or by law conferred on the Trustee, shall be approved by and signed by a quorum of the Foundation's board of directors present at a duly convened meeting of the Foundation's board of directors. At any time that there are two or more Trustees, all decisions of the Trustees shall be made by unanimous vote. The Trustee may, from time to time, consult with Museum London and the City for the purpose of seeking guidance or recommendations with respect to projects or programs to be funded by the Trust or management of the Trust, but the Trustee is not otherwise obliged or required to promote or develop projects or programs to fulfil the purposes of the Trust.

6.9 Liability of Trustee. The Trustee shall not be liable for any loss or damage which may happen to the Trust Property or any part thereof (including without limitation any company or other entity whose shares or ownership interests are comprised in the Trust Property) or the income thereof at any time from any cause whatsoever unless such loss or damage shall be caused by the Trustee's own actual fraud or gross negligence. The Trustee shall not be liable, answerable or accountable for any loss or damage resulting from the exercise of any discretion or a refusal to exercise any discretion. The Trustee shall be liable, answerable and accountable for its own dishonesty or gross negligence. The Trustee is not liable, answerable or accountable for the acts, receipts, neglects or defaults of any other Trustee or any other person having custody of any part of the Trust Property and is not liable, answerable or accountable for any loss of money or security for money unless the same happens through the Trustee's own dishonesty or gross negligence. Honesty and good faith shall be presumed in favour of each Trustee unless such presumption is rebutted. The Trustee shall be entitled in the purported exercise of its duties and discretions hereunder (including without limitation the management or administration of any company or other entity whose shares or ownership interests are comprised in the Trust Property) to be indemnified out of the Trust Property and the income thereof against all expenses and liabilities notwithstanding that such exercise constituted a breach of such Trustee's duties unless brought about by its own actual fraud or gross negligence. The indemnity thereby granted shall be in addition to any and all rights to indemnity by law implied.

6.10 Corporate Trustees. Any Trustee hereof from time to time that is a corporation may exercise or concur in exercising any discretion or power hereby or by law conferred on the Trustees by a resolution of such corporation or its board of directors or governing body or it may delegate the right and power to exercise or concur in exercising any such discretion or power to any one or more of its directors, officers or employees or to such other person or persons as such Trustee shall think proper.

6.11 Trustee's Bond. No Trustee shall be required to give any bond or security for the due and faithful administration of the Trust Property or for the discharge of the trusts hereof.

6.12 Conflict of Interest. Notwithstanding trusteeship or anything herein contained, the Trustee is expressly authorized to participate or to continue to participate personally with the Trust Property in any business or investment activities, whether such activities exist at the date of execution of this Agreement or arise subsequent thereto, and such Trustee shall not be required to account in any way for any profits made by the Trustee as a result thereof. Without limiting the generality of the foregoing, the Trustee is expressly authorized and empowered to participate or to continue to participate personally in any corporation, partnership or joint venture in which

the Trust Property and such Trustees may have an interest either at the date of execution of this Agreement or subsequent thereto. The participation referred to in this Section shall not in any way restrict or prohibit any Trustee from participating on behalf of the Trust Property in any decisions relating to any such business or investment activities in which the Trustee may have a personal interest. Nothing contained herein, however, shall absolve the Trustee from any obligations to the Trust Property which such Trustee may have in such Trustee's personal capacity or as partner, co-venturer, shareholder or director.

7. DISTRIBUTIONS OUT OF THE TRUST PROPERTY

7.1 Distributions of Income. The Trustee may pay and apply the whole or any part of the annual net income derived from the Trust Property to or for the benefit of the Beneficiaries, in such manner and under such terms, trusts and conditions as the Trustee in the exercise of an absolute discretion may determine. Any annual net income which is not paid or applied in any calendar year shall be accumulated and added to the Capital of the Trust Property at the end of each such calendar year and dealt with as part thereof. If, after the termination of the Trust, the Trustee continues to hold the Trust Property, the Trustee shall pay and apply all of the annual net income to or for the benefit of the Beneficiaries.

7.2 Distributions of Capital. The Trustee may, in the exercise of an absolute discretion, pay or transfer all or any part of the Capital of the Trust Property to the Beneficiaries in such manner and upon such terms and conditions as the Trustee in the exercise of an absolute discretion may decide.

7.3 Procedures for Withdrawal and Use of Trust Property. Each fiscal year, the Trustee shall allocate annual net income derived from the Trust Property to be spent by the Trustee in accordance with the procedures set out in this Section, as follows:

(a) The Trustee shall prepare a budget identifying amounts required for authorized expenses of Museum London and any Museum London projects and programs that have been previously approved.

(b) The Beneficiaries may make a proposal for the use of Trust Property. The proponent may present the proposal in writing, orally at a meeting of the Trustee, or both. However, if the Trustee develops any policies and procedures for filing, receiving and considering applications from the Beneficiaries for funding expenses, projects and programs, the Beneficiaries shall adhere to that process for submitting proposals. The Trustee may request additional information in such form and content as the Trustee reasonably considers necessary for a full understanding of the proposal. All costs of the application process are those of the project proponent.

(c) Allocation of Trust Property for expenses, projects and programs to fulfil the purposes of the Trust set out in Section 3.1 will be done by the Trustee on a case by case basis. When considering which projects and programs to approve for the purposes of the Trust set out in Section 3.1, the Trustee will seek to increase the benefit provided by the use of Trust Property, wherever possible, by seeking to

fund projects and programs for which there will be funding or support from other sources, or for which the Trust's contributions will create or enhance the basis for funding or support from other sources. Applications from the Beneficiaries for funding from the Trust will be expected to demonstrate that the Beneficiaries have diligently explored and pursued other sources of funding and support, and where appropriate, to secure such other funding and support for the proposed project. Despite the generality of any part of this Agreement, the Trustee shall have absolute discretion to decide which projects and programs will be funded and the amount of funding to provide to those projects and programs to fulfill the purposes of the Trust, based on merit, need or any other reasonable criteria set by the Trustee. In providing funding, the Trustee shall consider the advancement and protection of Museum London.

(d) All withdrawals of Trust Property from the Trust Account shall be by a decision duly documented in the minutes of a Trustee's meeting and evidenced by an executed Trustee resolution.

(e) The Trustee may approve multi-year projects or programs and once such approval has been given, the commitment shall be binding on successor Trustees unless the Trustee and the proponent agree in writing to a modification or cancelation of the previously approved project or program.

(f) The Trustee shall not pay or transfer any funds from the Trust Property for a project or program or authorized expense until:

(i) the proponent has, in respect of any amount previously advanced by the Trustee, fulfilled its obligations under this Trust, any agreement entered into with the Trustee and any other conditions imposed by the Trustee in respect of those amounts;

(ii) the Trustee and the proponent have entered into such written agreements or acknowledgements as may be reasonably required to ensure that the Trust Property is used only for the approved purpose and is advanced in a commercially responsible manner; and

(iii) the Trustee is reasonably satisfied that the primary purpose of the funding is in accordance with the purposes of this Trust.

8. AUTHORIZED INVESTMENTS AND INVESTMENT MANAGERS

8.1 Investment Powers. Subject to the provisions of Section 11.1(d), the Trust Property shall be invested in any investment or investments which the Trustee, in the exercise of an absolute discretion, deems advantageous to the Trust Property and in like manner from time to time to alter or vary such investments.

8.2 Appointment of Financial Advisor. In addition to and not by way of restricting the general investment powers of the Trustee, within 90 days of the date of this Agreement, the Trustee shall retain and engage a Financial Advisor and enter into a Financial Advisor Service

Agreement on terms that are consistent with the terms of this Agreement. The Financial Advisor shall review the terms of this Agreement and shall agree in writing to be bound by the terms of this Agreement as amended from time to time. With the assistance of the Financial Advisor, the Trustee shall develop and amend from time to time an Investment Policy setting out the policy, objectives and framework for the investment of Trust Property. The Trustee shall direct the Financial Advisor to deliver, at least once every calendar year, or more often if the Trustee deems it necessary, a written report to the Trustee rating and reporting on the quality of the Investment Manager's performance.

8.3 Appointment of Investment Manager. In addition to and not by way of restricting the general investment powers of the Trustee, within 90 days of the date of this Agreement, the Trustee shall, in consultation with the Financial Advisor, retain and engage one or more Investment Managers and enter into Investment Management Agreements that are consistent with the terms of this Agreement and the Investment Policy. The Investment Manager shall review the terms of this Agreement and shall agree in writing to be bound by the terms of this Agreement as amended from time to time. The Investment Manager(s) shall provide a quarterly report to the Trustee documenting the investments held and the rate of return. The Trustee, in consultation with the Financial Advisor, shall satisfy itself that the investment of Trust Property by the Investment Manager(s) complies with the terms of this Agreement and the Investment Policy. The Trustee may rely and act upon the advice of such investment counsel or investment advisor(s) and further they may delegate directly to such investment counsel or investment advisor(s) the direct management of the whole or any part of the Trust Property as the Trustee deems advisable and on such other terms as the Trustee considers advisable including for greater certainty delegated power to choose, acquire or dispose of investments from time to time and including the power to sub-delegate the power to choose, acquire and dispose of investments and the Trustee shall not be liable for any losses incurred as a consequence of the exercise or failure to exercise any such delegated powers by any such investment counsel or investment advisor(s). The Trustee may pay the proper fees and disbursements of such investment counsel or investment advisor(s) out of the Trust Property, which fees and disbursements shall be charged to either income or capital or part to income and part to capital as the Trustee in the exercise of an absolute discretion shall determine.

9. JOINT VENTURES AND PARTNERSHIPS

9.1 Joint Ventures and Partnerships. The Trustee may join in any syndicate, partnership or joint venture, contributing all or part of the assets of the Trust Property as the contribution of the Trust Property thereto and they may enter into agreements with co-investors which limit their rights to buy or sell assets of the Trust Property.

10. GENERAL ADMINISTRATIVE POWERS

10.1 Operate Accounts. The Trustee shall for the purposes of the Trust Property open and operate and maintain the Trust Account and other such accounts that the Trustee in its discretion may deem necessary from time to time, in a Financial Institution, for the management and investment of the Trust Property and to make such arrangements governing banking procedures as are consistent with this Agreement, including the delegation of authority to sign

cheques and withdraw monies from the Trust Account to no fewer than two (2) duly-authorized signatories.

10.2 Signing Authority. The Trustee shall appoint and delegate no fewer than two (2) duly-authorized persons to sign any or all banking documents, stock transfers, receipts, promissory notes, other negotiable instruments and any other documents of any kind required to be signed on behalf of the Trust at any time.

10.3 Power to Sue and Settle. The Trustee may from time to time institute, prosecute and defend any suit, action, arbitration or other proceeding affecting a Trustee or the Trust Property and may pay the fees, costs and expenses thereof out of the Trust Property. The Trustee may compromise or compound any debt owing to the Trust Property. The Trustee may compromise or settle any claim of or against the Trustee or the Trust Property upon such evidence or opinion as the Trustee shall deem sufficient.

10.4 Power to Pay Expenses. For the purposes of clarification, and not in any way to limit the powers of the Trustee hereunder, the Trustee is authorised to settle and to pay and satisfy out of the assets or property of the Trust Property (charging the same against income or Capital or part against income and part against Capital as the Trustee in the exercise of an absolute discretion shall determine) any of the following obligations:

(a) the amount of any income, gift or other tax or any duty payable to any government to which the Trust Property is obligated arising from or in connection with the establishment, execution, operation, management, distribution or termination of the Trust Property or otherwise related to the Trust Property;

(b) the amount of any expenses payable to the Trustee hereunder in respect of attendance at the Trustee's meetings;

(c) the amount of any legal or other expenses necessarily or reasonably incurred in connection with the establishment, execution, management, operation, distribution or termination of the Trust Property;

(d) the amount of any reasonable expenses for making and changing investments, or for purchasing, exchanging or leasing any property, including brokers' commissions and charges, auditors' fees and legal fees.

10.5 Separate Funds or Common Funds. The Trustee may in the exercise of an absolute discretion maintain the Trust Property in one common fund or may set aside one or more separate funds for any Beneficiary and the Trustee shall have the power to invest such separate funds for such Beneficiary only and shall have the power to re-allocate assets from one trust to another or discontinue one or more or all trusts so established and to re-establish such separate trusts or common funds as they from time to time deem it advisable so to do.

10.6 Carry on Business. The Trustee may carry on any business whatsoever and either independently or in partnership with any individual, trust or corporation which can in the

opinion of the Trustee be carried on advantageously by the Trust Property and the Trustee shall have power to do all things necessary or advisable for the carrying on of any such business.

10.7 Registration of Securities. It shall not be necessary for any securities or assets of the Trust Property to be registered in the name of the Trustee and the same may, in the discretion of the Trustee, be registered in the name of any agent or nominee of the Trustee.

10.8 Safekeeping and Insurance of Securities and other Assets. The Trustee may arrange for such safekeeping and storage of securities, other assets of the Trust Property and of records belonging to or relating to the Trust Property as the Trustee in the exercise of an absolute discretion considers appropriate and the Trustee may place such insurance upon securities and other assets at the expense of the Trust Property or refrain from placing insurance on some or all of the securities and other assets as the Trustee considers it appropriate so to do.

10.9 Professional Advisors to the Trustees. In addition to a Financial Advisor and Investment Manager, the Trustee may employ and act upon the advice of such professional or other experts and consultants including without limitation lawyers, valuators, accountants, surveyors, auctioneers, actuaries, corporate agents and nominees, as the Trustees consider advisable in the discharge of their duties and may delegate in writing to such agents all or any of their powers conferred on them herein. The Trustee may pay the proper fees and disbursements for such professional or other experts and consultants out of the Trust Property, charged either to income or capital or part to income and part to capital as the Trustee considers appropriate. The Trustee may act upon the opinion or advice of or upon information obtained from any such professional or other experts and consultants and the Trustee shall not be responsible, answerable or accountable for any loss, depreciation or damage occasioned to the Trust Property by their acting or not acting in accordance therewith.

10.10 Depreciation or Depletion Reserves. The Trustee may provide for depreciation or depletion reserves to be charged against the net income arising from depreciable or depleting assets held in the Trust Property. The rate of depreciation or depletion to be taken annually shall be such rate as the Trustee may determine. Any sums reserved for depreciation or depletion shall be set aside in each year and shall be deemed to form part of the Capital of the Trust Property. Notwithstanding any other provisions of this Agreement, the income arising from the Trust Property shall be the net income after providing for the aforesaid reserves for depreciation or depletion.

10.11 Elections, etc. The Trustee shall have full, absolute and unfettered discretion from time to time and at any time or times, either alone or in conjunction with the Beneficiaries, to make or refrain from making any election or elections, designations, determinations, distributions or allocations or both for the purposes of the *Income Tax Act* or any similar legislation of any province or other jurisdiction in force from time to time as in their absolute discretion deem to be in the best interests of the Trust Property or the Beneficiaries or both, either alone or in conjunction with the Beneficiaries. Where any specific funds or shares are created under this Trust Property, the Trustees shall have the absolute power to determine which specific assets shall form such fund or share, as the case may be, unless otherwise expressly provided in the Trust Property. The Trustee is specifically exonerated from any responsibility with respect to making or not making any such election or elections, designations,

determinations, distributions or allocations or both, if they act *bona fide* in the exercise of such powers. The exercise of a discretion by the Trustee shall be conclusive and binding on the Beneficiaries and notwithstanding any of the foregoing provisions, the making and filing of an election or elections, designations, determinations, distributions or allocations or both, for income tax purposes shall not in and of itself create a vested interest in the Beneficiaries to any portion of the Trust Property.

11. DUTIES TO BENEFICIARIES

11.1 Trustee's Duties to Beneficiaries. Without in any way limiting or derogating from the Trustee's powers, authorities, duties, discretions and immunities available to the Trustee, whether under applicable law or otherwise, the Trustee shall:

(a) participate in meetings with representatives of Museum London, or the City, or both, to review and explain the Trustee's annual report and the audited financial statements and for any other purpose that Museum London, or the City, or both, may reasonably request;

(b) upon request from any Beneficiary, deliver copies of all ledgers, registers and documents or recordings of transactions affecting the Trust Property;

(c) at the expense of the Trust, obtain bonding or security for the due and faithful administration of the Trust, including errors and omission insurance; and

(d) comply with all applicable investment requirements pursuant to the the *Municipal Act*.

12. AMENDMENT OF DEED OF SETTLEMENT

12.1 Amendment. Save and except for the right to amend reserved to the Settlor under Section 5.1, this Agreement shall not otherwise be amended, supplemented or otherwise modified except by an instrument in writing signed by the Beneficiaries, the Trustee and the Settlor.

13. SITUS AND GOVERNING LAW

13.1 Situs of the Trust Property. The Trust Property shall have its *situs* in and be subject to the laws of the Province of Ontario.

13.2 Governing Laws. This Agreement and any question of law relating to the construction of this Agreement and the administration of the Trust Property shall be construed in accordance with the laws of the Province of Ontario.

14. DURATION AND TERMINATION OF THE TRUST

14.1 The Settlor does not intend that there be any violation of the "rule against perpetuities" or any similar law which limits how long a trust may last. Accordingly, if any right or option to acquire any interest in the Trust Property exists under this Agreement, such right or

option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable laws. If, however, such violation should inadvertently occur, or upon any earlier termination of the Trust, the Trustee shall prepare a plan detailing how the Trust Property will be resettled or transferred for the use and benefit of the Beneficiaries in such a way as to approximate most closely the intent of the Settlor and the purposes of the Trust.

15. POWERS – GENERAL

15.1 Powers. The powers granted herein are in addition to all other powers vested in trustees by law or otherwise and without restricting the general powers, discretions and authorities in this Agreement given to the Trustee, the Trustee shall have the power, discretion and authority to deal with the assets of the Trust Property without the interference of any person entitled hereunder.

16. ACCEPTANCE OF TRUST

16.1 Acceptance. By executing this Agreement, the Trustee hereby accepts the trusts herein contained upon the terms and conditions herein provided.

17. SIGNING BY COUNTERPARTS

17.1 Counterparts. This Agreement may be executed in any number of counterparts, including by way of facsimile or e-mail transmission of Adobe Acrobat or other digital image files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any party executing this Agreement by facsimile or e-mail transmission shall, immediately following the request by any other party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS THE SIGNATURE PAGE.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as at the date first above written.

THE CORPORATION OF THE CITY OF LONDON

By: _____
Name:
Title:

By: _____
Name:
Title:
We have authority to bind the municipality.

MUSEUM LONDON FOUNDATION

By: _____
Name:
Title:

By: _____
Name:
Title:
We have authority to bind the corporation.

MUSEUM LONDON

By: _____
Name:
Title:

By: _____
Name:
Title:
We have authority to bind the corporation.

Bill No. 143
2019

By-law No. A.-____-___

A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the agreement.

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 Purchase of Service Agreement to be entered into between London Heritage Council and the Corporation of the City of London regarding the operation and administration of the Community Heritage Investment Program (CHIP) and other historical and cultural services as set out in the agreement attached as Schedule “A” 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 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 9, 2019
Second reading – April 9, 2019
Third reading – April 9, 2019

Schedule A

THIS PURCHASE OF SERVICE AGREEMENT with effect as of May 1, 2019.

BETWEEN:

LONDON HERITAGE COUNCIL
(hereinafter referred to as LHC)
OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)
OF THE SECOND PART

WHEREAS the City may provide any service or thing that the municipality considers necessary or desirable for the public pursuant to subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the City may pass by-laws respecting matters of economic, social and environmental well-being of the municipality and services and things that the municipality is authorized to provide under subsection 10(1) pursuant to subsection 10(2) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, as amended;

AND WHEREAS LHC is an incorporated not-for-profit organization with a Board of Directors, and the mission of LHC is "to bring Londoners together to celebrate our shared stories";

AND WHEREAS the City wishes to retain the services of LHC to provide services including the administration of City funding for the Community Heritage Investment Program and specified heritage services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree with the other as follows:

PART 1 – DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

(a) "CHIP" means the Community Heritage Investment Program;

(b) "Services" means the services as set out in part 4 of this Agreement;

(c) "City Treasurer" means the City's Treasurer appointed under the *Municipal Act, 2001* or any person delegated by him or her for the purposes of this Agreement.

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LHC represents, warrants and covenants that:

(a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/funds toward its costs for the Services; and

(c) It is and shall continue to be for the term of this Agreement, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Fee/funds.

2.2 Execution of Agreement. LHC represents and warrants that:

(a) It has the full power and authority to enter into this Agreement; and

(b) It has taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. LHC represents, warrants and covenants that it has and shall maintain, in writing for the period during which this Agreement is in effect:

(a) A code of conduct and ethical responsibilities for all persons at all levels of LHC's organization;

(b) Procedures to ensure the ongoing effective functioning of LHC;

(c) Decision-making mechanisms for LHC;

(d) Procedures to enable LHC to manage the Fee/funds prudently and effectively;

(e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and

(f) Procedures to enable LHC to deal with such other matters as LHC considers necessary to ensure that LHC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LHC shall provide the City with proof of the matters referred to in this section.

PART 3 – TERM

3.1 This Agreement shall commence on May 1, 2019 and end on December 31, 2023 unless terminated earlier pursuant to the termination provisions in this Agreement.

PART 4 - OBLIGATIONS OF LHC

4.1 LHC agrees to provide the following services (the "Services"):

(a) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;

(b) operate, including maintaining and managing heritage content on, the London Heritage Council Website www.londonheritage.ca for the purpose of promoting programs delivered and administered by LHC and the City;

(c) operate the Doors Open London event;

(d) operate the Museum School London program;

(e) consult and meet with the Culture Manager on an ongoing basis concerning LHC's heritage initiatives;

(f) participate with the City on and implement with the City, London's Cultural Prosperity Plan;

(g) at the Culture Manager's request, attend a Standing Committee meeting to answer questions regarding the status of the implementation of London's Cultural Prosperity Plan;

(h) appoint a representative of LHC to serve as a non-voting resource member to the City's London Advisory Committee on Heritage (LACH) and to attend LACH meetings;

(i) ongoing consultation and/or heritage services of the LHC provided to the City's Culture Office related to heritage policy and guidelines, evaluation, heritage education, cultural heritage internships, and administrative funding for operating the Community Heritage Investment Program (CHIP), which distributes City funding to the heritage community; engagement and city wide heritage anniversary celebrations; and the City of London Public Art and Monuments Policy related to "memorials, monuments or artifacts such as the Cenotaph and Cannons".

4.2 The City and LHC may agree in writing from time to time to add, eliminate, transfer or vary the Services supplied by LHC to the City under this Agreement recognizing that the Fee paid by the City to the LHC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

(a) LHC shall acknowledge, in a form and manner as authorized by the Culture Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on www.londonheritage.ca, social media, flyers, postcards, posters, programs, banners) related to the Services provided by it under this Agreement.

(b) LHC shall require all recipients of funding as a condition of granting funds under the Community Heritage Investment Program (CHIP) to use the City's logo, in a manner as authorized by the Director of Strategic Communications and Community Engagement, in their marketing and promotional materials related to the project, program or activity for which the CHIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CHIP GRANTS

5.1 For the Services, the City agrees to pay LHC a fee ("the Fee") of one hundred and seventy thousand five hundred dollars ($170,500) for each year of this Agreement subject to the following:

(a) subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the Fee in the amount of $106,500, shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);

(b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid annually on or before May 16th and 5% paid on receipt of the Annual Report by June 15th as required in accordance with section 6.6;

(c) LHC shall use the Fee only for the purpose of funding the Services;

(d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LHC under this Agreement and, in particular;

(i) if LHC has failed to submit when due any report required by the City under this Agreement;

(ii) pending the completion of an audit of LHC's books and records, should the City decide to undertake such an audit;

(iii) if LHC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;

(iv) in the event that an audit of LHC's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Treasurer; and

(v) if LHC has not provided the insurance certificate as required under this Agreement;

(e) the Fee shall be adjusted to reflect the addition, elimination, transfer or variance to the Services agreed upon in writing from time to time by the City and LHC.

5.2 LHC acknowledges and agrees that the Fee has been calculated generally using the following formula:

(a) Twenty-five thousand dollars ($25,000) for an annual heritage showcase Doors Open London event;

(b) Thirty-five thousand dollars ($35,000) towards operation of the Museum School London program;

(c) Four thousand dollars ($4,000) for LHC to provide a representative to serve as a non-voting resource member of LACH;

(d) One hundred and one thousand five hundred dollars ($106,500) towards all other Services to be provided by LHC under Part 4 of this Agreement.

5.3 Operation and administration of CHIP.

(a) LHC agrees that it shall;

(i) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;

(ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP);

(iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) into such account;

(iv) withdraw funds from such account only for the purpose of funding a program, project or operating funding for the organization for which an application has been received and approved by LHC under the Community Heritage Investment Program (CHIP); and

(v) establish within its organization a volunteer (CHIP) Jury to review applications for the purpose of allocation of the Community Heritage Investment Program (CHIP) funding. The decisions of the (CHIP) Jury shall be final and not subject to being changed by LHC Board Members, LHC staff, City Council or Civic Administration.

(b) LHC agrees that it shall consult with the Culture Manager about changes proposed by it to the Community Heritage Investment Program (CHIP) guidelines attached as **Schedule "A"**. LHC agrees that it shall not make any changes to the guidelines in **Schedule "A"** without the approval in writing of the Culture Manager.

(c) LHC acknowledges and agrees:

(i) that the funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) are subject to approval by City Council, in its sole discretion, for the fiscal year in which the payment is to be made.

(ii) that if the City Council terminates or reduces the amount of funding for grants allocated to the program, the City is not obligated to make any such payment to LHC and LHC shall not hold the City liable for any termination or reduction of the funding.

(d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

5.4 LHC shall use the Fee and shall distribute the funds provided to it for allocation under the Community Heritage Investment Program (CHIP) without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where:

(a) LHC; or

(b) any person who has the capacity to influence LHC's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with LHC's objective, unbiased and impartial judgement relating to the use of the Fee/funds provided to it for allocation under the Community Heritage Investment Program (CHIP).

PART 6 – RECORDS & REPORTING

6.1 Records. LHC shall keep and maintain during the term of this Agreement and for a period of seven (7) years following expiration or termination of this Agreement:

(a) all financial records in accordance with generally accepted accounting principles related to all of its operations and the Services; and

(b) all non-financial documents and records relating to the Services.

6.2 In the event that LHC ceases operation, LHC shall not dispose of any records related to the Services without the prior written consent of the Culture Manager and shall immediately return all records to the City upon request.

6.3 The City Treasurer or an auditor identified by the City Treasurer may, at the City's expense, upon 2 business days' notice to LHC and during normal business hours, enter upon LHC's premises to review LHC's records under section 6.1, and for these purposes, the City Treasurer or an auditor identified by the City Treasurer may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section 6.1;

(b) remove any copies made pursuant to this section from LHC's premises; and

(c) conduct any type of audit or investigation of LHC in respect of any of its obligations under this Agreement.

6.4 LHC agrees that during any inspection, audit or investigation conducted under section 6.3 it shall cooperate fully with the City Treasurer or an auditor identified by the City Treasurer and shall make available all facilities, physical and otherwise, for such inspection, audit or investigation and shall furnish the City Treasurer and its auditor with all such information as it or they, may from time to time require.

6.5 Financial Reporting. LHC shall file with the City, no later than June 30th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of LHC and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

6.6 Annual Report. For each year of the Term of this Agreement, LHC shall, on or before June 15th, provide to the Culture Manager an annual report approved by the LHC Board of Directors, in a form satisfactory to the City Manager which shall include;

(a) for the Community Heritage Investment Program (CHIP):

(i) a listing of annual CHIP recipients receiving funding;

(ii) a list of any unallocated funds that shall remain to be allocated as part of the CHIP allocation process for the following year;

(iii) a report on any conflicts of interest, complaints or concerns which were raised during the timeframe being reported; and,

(iv) a descriptive report on an analysis of the overall impacts of this granting program and process on heritage for London, based upon the evaluation forms received from CHIP recipients.

(b) Doors Open London event celebration attendance, number of sites, types of programming at each site, volunteers, annual successes and challenges, concerns, and leveraged funding from other sources;

(c) Museum School London program collaboration statistics related to each of the regional school boards; and leveraged funding from other sources;

(d) Ongoing consultation and/or services provided to the City's Culture Office related to heritage policy and guidelines, heritage education, cultural heritage internships, heritage engagement and city wide anniversary celebrations, and the City of London Public Art and Monuments Policy related to "memorials, monuments or artifacts such as the Cenotaph and Cannons"; and

(e) The impact and alignment of heritage programs and services provided by the London Heritage Council with London's Cultural Prosperity Plan and Key Areas of Focus for 2019 to 2023.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LHC agrees that it shall during the term of this Agreement be in compliance with all federal and provincial laws and regulations, all municipal by-laws and any other applicable orders, rules and by-laws.

7.2 LHC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LHC acknowledges and agrees that this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that LHC or its employees, are to be employees of or have an employment relationship of any kind with the City or are in any way entitled to employment benefits of any kind whatsoever from the City, including but not limited to private programs or coverages, and statutory programs and coverages, whether under employment statutes, worker's compensation plans, unemployment/employment schemes, health plan contributions, or otherwise ("Employment Benefits"). LHC further acknowledges and agrees that it is the sole and exclusive responsibility of LHC to make its own determination as to its status under the *Employment Standards Act*, 2000, S.O. 2000, c. 41; the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996, c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; or the *Health Insurance Act*, R.S.O. 1990, c.H.6; all as amended from time to time, and any legislation in substitution therefor and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LHC shall ensure that all its employees, agents, volunteers, or others for whom LHC is legally responsible receive training regarding the provision of the Services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act*, 2005, as amended the "Act"). LHC shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. LHC shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require LHC to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LHC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding personal information and confidentiality as contained in **Schedule "B"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LHC shall use only the forms approved by the City for that purpose.

PART 8 - INSURANCE AND INDEMNITY

8.1 Throughout the term of this Agreement, LHC shall maintain general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars ($2,000,000) and shall include the City as an additional insured with respect to LHC's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. LHC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LHC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars ($100,000). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

8.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require from time to time; and any failure by LHC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LHC.

8.4 LHC undertakes and agrees to defend and indemnify the City and hold the City harmless from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(a) any breach of this Agreement, including but not limited to damage to any and all persons or property, all fines or penalties or loss or misuse of funds, by LHC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LHC, its employees or persons for whom LHC is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, in connection with the performance of Services or otherwise in connection with this Agreement; and

(c) LHC further agrees that, in accordance with section 10.9, this indemnification shall survive the expiration and termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

PART 9 - DEFAULT AND TERMINATION

9.1 Events of Default. The following constitute events of default, the proof of which to the contrary lies upon LHC:

(a) LHC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;

(b) an order is made or resolution passed for winding up or for the dissolution of LHC or it is dissolved;

(c) LHC ceases actual bona fide operation for a period of thirty (30) days;

(d) LHC has knowingly submitted false or misleading information to the City; or

(e) LHC is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

9.2 Remedies on Default/Termination on Default. If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

(a) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Heritage Investment Program (CHIP);

(b) provide LHC with an opportunity to remedy the event of default;

(c) suspend the payment of the Fee for such period as the City determines appropriate;

(d) reduce the amount of the Fee;

(e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Heritage Investment Program (CHIP) remaining in the possession or under the control of LHC;

(f) demand the repayment of any amount equal to any of the Fee LHC used, but did not use in accordance with this Agreement;

(g) demand the repayment of any amount equal to any of the funds disbursed under the Community Heritage Investment Program (CHIP) that were not used, allocated or disbursed in accordance with this Agreement;

(h) demand the repayment of any amount equal to any of the Fee the City provided to LHC;

(i) demand the repayment of any amount equal to the funds provided by the City to LHC for allocation under the Community Heritage Investment Program (CHIP); or

(j) terminate this Agreement at any time, including immediately, upon giving Notice to LHC.

9.3 LHC Not Remedying. If under section 9.2 the City has provided LHC with an opportunity to remedy the event of default and LHC does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or initiate any one or more of the actions provided in section 9.2.

9.4 Obligation to return Fee and CHIP funds to the City. If the City has demanded any repayment under section 9.2, LHC agrees that it shall forthwith remit such repayment to the City.

9.5 This Agreement may be terminated at any time by either party providing sixty (60) days' notice in writing to the other or by the City and the LHC agreeing in writing at any time to the termination of this Agreement.

9.6 Upon receipt or rendering of notice that this Agreement is ending, LHC shall perform no further services other than those reasonably necessary to close out its services and report to the City.

9.7 On termination or expiration of this Agreement, LHC shall return any unused portion of the Fee and any funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) that have not been allocated under the program.

PART 10 - GENERAL

10.1 The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatsoever for the better performance of the terms and conditions of this Agreement.

10.2 If any part of this Agreement is rendered invalid, the remainder of the Agreement continues to apply.

10.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, arrangement (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter.

10.4 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or LHC unless in writing signed by each of them.

10.5 LHC shall not assign this Agreement without the prior written consent of the City which consent may be withheld for any reason in the City's sole discretion.

10.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors or assigns.

10.7 Under this Agreement, any notices required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, recognized courier or fax and shall be addressed to the other party for whom it is intended and any notice shall be deemed to have been given:

(a) if delivered personally or by recognized courier on the date of such delivery; or

(b) if delivered by postage prepaid mail, three (3) days after the party mails it.
Any notices under this Agreement shall be sent to the City and LHC as follows:

(a) The Corporation of the City of London
300 Dufferin Ave., 3rd floor
P.O. Box 5035
London. ON N6A 4L9
Attention: City Clerk

(b) London Heritage Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director

10.8 This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this Agreement, and shall be treated in all respects as an Ontario contract. LHC and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.9 The following provisions and any applicable cross–referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Part 1 and any other applicable definitions; section 4.3; Part 6; paragraphs (e) (g) (h) and (i) of section 9.2; section 9.4; section 9.6; section 9.7 and Part 10. Section 8.4 and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of two (2) years from the date of expiry or other termination of this Agreement.

10.10 LHC acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

THE CORPORATION OF THE CITY OF LONDON

_____
Ed Holder, Mayor

_____
Catharine Saunders, City Clerk

LONDON HERITAGE COUNCIL

_____
Andrea McNaughton*, Executive Director
*I have the authority to bind the Corporation

SCHEDULE "A"
COMMUNITY HERITAGE INVESTMENT PROGRAM (CHIP) GUIDELINES

The City of London Community Heritage Investment Program (CHIP) administered by the London Heritage Council (LHC) provides funding to museums, heritage organizations and professionals in London, Ontario.

CHIP Streams of Funding:

There are two streams of funding through CHIP:

- Operational funding
- Project or Program funding

Program Priorities:

The Community Heritage Investment Program funds are intended to provide funding to museums, heritage organizations and professionals within the City of London that will:

- Support workforce development, professional development, and job creation within the museum and heritage sector;
- Further the development and creation of innovative programming;
- Encourage public awareness and appreciation of London's heritage and cultural heritage sector;
- Increase access to quality local heritage and cultural heritage activities;
- Enhance, preserve, promote and celebrate London as a heritage and cultural community;
- Encourage collaborations within the sector;
- Increase access to volunteer opportunities for Londoners;
- Offer Londoners accessible opportunities to engage in and experience London's heritage, and;
- Enhance London's desirability as a community of choice.

Program Application Assessment Criteria:

The LHC's CHIP Evaluation Committee assesses applications using the following criteria in the context of each museum and heritage organization and professional's stated mandate, scale of operations and the environment in which they work:

1. **Merit:** Based on the applicant's quality of work, the mandate/statement, funding need description, resume and reference, and supporting material(s);
2. **Impact:** On the development of the museum, heritage organization and professional and on the community for whom the funding is intended to benefit;
3. **Viability:** Of the budget, the planning process and objectives of the funding, the timeline and marketing plan (as applicable).
4. **Value:** A high level of desirable and valuable outcomes that can be tracked using metrics;
5. **Need:** Demonstrated need for support in workforce and organizational development in the sector. An indication of how funding will help fill an employment gap within a museum or heritage organization; and,
6. **Additional Sources of Revenue:** It is preferred that applicants indicate a range of revenue sources, including earned, private sector and government revenue.

Program Exclusions:

If clarification as to eligibility is required, please contact the LHC. The following are ineligible:

- City of London Boards and Commissions, Community Arts Investment Program (CAIP) applicants in the same calendar year;
- Organizations receiving funding from the City of London in excess of $10,000 annually;
- Projects that have been completed prior to approval of an application. The Community Heritage Investment Program (CHIP) does not apply retroactive funding;
- Activities related to fundraising events/projects or deficit reductions;
- Costs related to capital purposes including, but not limited to, the purchase of land, fixtures or physical facilities. An application for assistance under the Community Heritage Investment Program (CHIP) does not preclude an application for capital assistance under the City of London's "Community Innovation and Capital Grants Program";
- Museums, heritage organizations and professionals that have not completed previous projects funded by the Community Heritage Investment Program (CHIP);
- An applicant that budgets on a deficit basis and/or successively operates on a deficit basis; and,

- Museums, heritage organizations and professionals not located within the City of London.

Supporting Materials:

In addition to the **online application**, the following should be included in the electronic form:

- Museums and heritage organizations must submit a copy of their Letters Patent (for first time applicants), as well as details on official status (non-profit number, charitable status registration number) (first time applicants);
- Electronic Funds Transfer form (first time applicants);
- A copy of the organizations most recent financial statements;
- Proposed budget;
- Additional supporting materials including: marketing materials, video footage, sample programs/brochures, publications and supporting research; and,
- Museums, heritage organizations, and professionals must submit their resume, and references.

Program Deadline:

- Applications must be submitted by: 11:59 p.m. on the 1st of May each funding period;
- Late or incomplete applications are automatically ineligible;
- Applications should be submitted through the electronic form provided; no other means of submission will be accepted.

Final Grant Notification:

The LHC will notify successful and unsuccessful applicants in writing.

Reporting:

As a recipient of public funds, successful applicants in receipt of CHIP funding are required to:

- Submit a CHIP Evaluation Grant Report by: April 30th of the following calendar year related to funding received; This Evaluation Report must include:
    - a reconciled budget;
    - an attached a signed copy of the "Grant Report Declaration";
    - payroll records for the duration of the funding period for operational funding;
    - provide proof of funding from an external revenue sources, with dollar amounts outlined; and,
    - supplemental materials to show the scope and benefits of funding; and,

- Keep and maintain all records, invoices and other documents relating to the funding received in a manner consistent with generally accepted accounting principles for a period of 4 years. The LHC may inspect and audit the books, payroll, accounts and records of a recipient, which has received funds.

Conditions and Requirements of Funding:

- Grants are to be spent prior to: March 31st of the following calendar year related to funding received;
- Grants shall only be used for the purpose(s) outlined in the application. Changes in scale, activities and timeframe must be reported promptly to the LHC;
- The LHC's CHIP Evaluation Committee reserves the right to place conditions on the release of grants (e.g. confirmation of venues, other sources of funding, programming). Any specific condition associated with a grant will be contained in the letter of notification;
- As a recipient of public funds, successful applicants are required to maintain adequate records as to receipt and disbursement of funds received;
- The LHC may inspect and audit the books, accounts and records of a recipient that has received funds;
- Grant recipients are required to acknowledge the support of the LHC and the City of London in all marketing and promotional materials (including social media, website, flyers, postcards, posters, programs, banners) relating to the activities for which the funds are granted. Current logos may be obtained from the LHC website www.londonheritage.ca;
- Grant recipients are required to inform the LHC of the dates of all funded activities;
- Grant recipients are required to register themselves and their events on the Tourism London website www.londontourism.ca/Events/Submit-Your-Event and

- If applicable, it is requested that grant recipients maintain an active link from their website to www.londonheritage.ca

Contact Information:
London Heritage Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director
www.londonheritage.ca

SCHEDULE "B"

Municipal Freedom of Information and Protection of Privacy

1. In this Schedule:

   (a) "City Information" means General Information and Personal Information:

      (i) provided by the City to the London Heritage Council in relation to this Agreement;

      (ii) collected by the London Heritage Council in relation to this Agreement; or

      (iii) derived by the London Heritage Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);

   (b) "London Heritage Council Information" means General Information and Personal Information, except City Information, provided by the London Heritage Council to the City in relation to this Agreement;

   (c) "General Information" means recorded information that is not Personal Information; and

   (d) "Personal Information" means recorded information about an identifiable individual, including,

      (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,

      (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,

      (iii) any identifying number, symbol or other particular assigned to the individual,

      (iv) the address, telephone number, fingerprints or blood type of the individual,

      (v) the personal opinions or views of the individual except if they relate to another individual,

      (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,

      (vii) the views or opinions of another individual about the individual, and

      (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the London Heritage Council to the City within 5 business days of:

   (a) the City's written request; or

   (b) the termination or expiry of this Agreement.

3. Except in accordance with this Agreement, the London Heritage Council shall, when collecting City Information that is Personal Information:

   (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;

   (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and

   (c) identify the purpose for which the information is collected to the individual at or before the time of collection.

4. The London Heritage Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City Information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.

5. Except:

   (a) with the consent of the individual; or

   (b) in accordance with this Agreement, the London Heritage Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.

6. Except for law enforcement purposes and in accordance with this Agreement, the London Heritage Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.

7. The London Heritage Council shall not destroy any City Information.

8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:

   (a) any part of or all London Heritage Council Information; or

   (b) any part or all of this Agreement.

Bill No. 144
2019

By-law No. A.-_____-____

A by-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada under Reaching Home: Canada's Homelessness Strategy; and, to approve a template Sub-Project Funding Agreement, and to delegate authority to execute the Agreements.

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

AND WHEREAS section 3.1 of the *Municipal Act,* 2001 states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the City as service manager to have a plan to address housing and homelessness;

AND WHEREAS the *Municipal Act, 2001* provides authority for a municipality to delegate its powers and duties under this or any other Act to a person, subject to certain restrictions;

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

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

Funding Agreement with Canada

1. (a) The Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved (the "Funding Agreement").

   (b) The Mayor and City Clerk are authorized to execute the Funding Agreement approved in subsection 1(a).

   (c) The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve any further Amendments to the Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1(a).

(d) The Managing Director Housing, Social Services and Dearness Home, or written designate, are authorized to execute any Amendments to the Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement approved in subsection 1(a).

(e) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Agreement that are necessary in connection with the Funding Agreement approved in subsection 1(a).

Sub-Project Funding Agreement Template

2. (a) The template Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City's Funding Agreement with Canada, substantially in the form attached as Schedule 2 to this by-law, is authorized and approved (the "Sub-Project Funding Agreement").

(b) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to insert the necessary details into the Sub-Project Funding Agreement with respect to subsection 2(a), and to approve such agreements, provided that the agreements do not require additional funding or are provided for in the City's current budget, and do not increase the indebtedness or contingent liabilities of the City.

(c) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to execute Sub-Project Funding Agreements approved in subsection 2(b).

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 9, 2019
Second reading – April 9, 2019
Third reading – April 9, 2019

Employment and Social Development Canada | Emploi et Développement social Canada

Project #: 16406589

Reaching Home: Canada's Homelessness Strategy

Community Entity

Designated Communities

FUNDING AGREEMENT

BETWEEN

Her Majesty the Queen in Right of Canada (hereinafter referred to as "Canada"), as represented by the Minister of Employment and Social Development Canada AND

The Corporation of the City of London
(hereinafter referred to as "the Recipient")

Hereinafter collectively referred to as "the Parties"

Articles of Agreement

Whereas Canada has established Reaching Home: Canada's Homelessness Strategy (hereinafter referred to as "the Program") to support projects aimed at reducing homelessness and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

(a) These Articles of Agreement;

(b) Schedule A - entitled "Project Description";

(c) Schedule B - entitled "Financial Provisions"; and

(d) Schedule C - entitled "Additional Provisions".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Project" means the project described in Schedule A;

"Project Period" means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

"Working Day" means Monday through Friday except statutory holidays

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

5.0 CANADA'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

(a) the Program named in this Agreement is cancelled,

(b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or

(c) Parliament reduces the overall level of funding for the programs of the Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

(a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,

(b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and

(c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies, has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall

(a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,

(b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and

(c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

10.0 CANADA'S RIGHT TO AUDIT

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

13.0 FINAL REPORT

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

(a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and

(b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

15.0 CONTRACTING PROCEDURES

Contracting

15.1 (1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada, to all goods or services contracts valued at $25,000 or more (including taxes and duties). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

Restrictions Regarding Non Arms-Length Contracts

15.2 (1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

(a) an officer, director or employee of the Recipient,

(b) a member of the immediate family of an officer, director or employee of the Recipient,

(c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or

(d) a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities

15.3 The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

16.0 TERMINATION OF AGREEMENT

Termination for Default

16.1 (1) The following constitute Events of Default:

(a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;

(b) the Recipient ceases to operate;

(c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;

(d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or

(e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

(a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or

(b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

16.3 In the event of a termination notice being given by Canada under section 7.1 or 16.2,

(a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

(b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

17.0 INDEMNIFICATION

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

18.0 INSURANCE

18.1 The Recipient shall arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act [S.C. 2006, c. 9, s. 2]*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcements of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project

21.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

22.0 ACCESS TO INFORMATION

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

23.0 PROACTIVE DISCLOSURE

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

(a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;

(b) turning it over to another organization or to an individual designated or approved by Canada; or

(c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2 , the Recipient agrees to comply with the related direction provided by Canada.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

(a) is not physically incorporated into another product or not fully consumed by the end of the Project, and

(b) has a purchase or lease value of more than $1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

(a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and

(b) the right to distribute the work outside the Department of Employment and Social Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

(a) warrants that the work shall not infringe on the copyrights of others;

(b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and

(c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, which the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

29.0 SUCCESSORS AND ASSIGNS

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

30.0 COMPLIANCE WITH LAWS

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

31.0 APPLICABLE LAW

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

32.0 AMENDMENT

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

33.0 UNINCORPORATED ASSOCIATION

33.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for

the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

34.0 COUNTERPARTS

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SIGNATURES

Signed this _____ day of _____, _____

For the Recipient, by the following authorized officer(s):

(Name, please print) | (Name, please print)

(Signature) | Signature

(Position) | (Position)

And signed this 15th day of March, 2019

For Canada, by the following authorized officer:

(Name, please print)

Mary Ann Triggs

(Signature)

(Position)

Mary Ann Triggs
Assistant Deputy Minister
Service Canada, Ontario Region

SCHEDULE A

PROJECT DESCRIPTION

NAME OF RECIPIENT: The Corporation of the City of London	
PROJECT TITLE: RH 2019-2024 – London	
Recipient	**Canada**
Complete Mailing Address:	**Complete Mailing Address:**
355 Wellington Street P.O. Box 5045 London, Ontario N6A 4L6	P.O. Box 175 STN Don Mills, North York M3C 2S2
Primary Contact Jan Richardson	**Primary Contact** Barry Phillip
Telephone Number 519 661-2489 ext 5228	**Telephone Number** 289 269-4032
Fax Number	**Fax Number**
Email Address jrichardson@london.ca	**Email Address** barry.phillip@servicecanada.gc.ca
Secondary Contact	**Secondary Contact**
Telephone Number	**Telephone Number**
Fax Number	**Fax Number**
Email Address	**Email Address**

Project Start Date	**Project End Date**		
2019-04-01	2024-03-31	Total Number of Participants: (If applicable)	N/A

Project Description

Objectives

From April 1, 2019, to March 31, 2024, the Recipient, as the Community Entity for London, will administer funding under the Designated Community stream of Reaching Home in accordance with priorities identified in the Community Plan.

The funding allocation under the Designated Community funding stream for London is $904,920 in 2019-2020 and 2020-2021 and $1,095,087 in 2021-2022, 2022-2023, and 2023-2024. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

Through working with community partners, the Recipient will be responsible for publicly reporting on the outcomes-based approach, as well as designing and implementing Coordinated Access by 2021-2022.

Activities

The Recipient will administer Reaching Home – Designated Community funding stream, which includes the following activities that will be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities, including the design and implementation of a Coordinated Access system by 2021-2022, and shift to an outcomes-based approach to reporting community-wide outcomes.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The Recipient will identify funding other than Reaching Home received from partners to meet the community contribution matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of the Community Plan priorities.

The Recipient is responsible for undertaking activities that support the design and implementation of a Coordinated Access system.

The Recipient will implement selection processes, solicit, and assess sub-project proposals in an open, impartial and fair manner. The Recipient will approve and enter into funding agreements with sub-projects based on recommendations by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and progress on the implementation of Coordinated Access, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.

Expected Results

Outputs

Activities are supported in accordance with Community Plan priorities as established by the Community Advisory Board.

Reaching Home Designated Communities stream funding is fully invested to address priorities identified in the Community Plan.

Reaching Home Designated Communities funding is matched on an annual basis with other funding partners.

The Community Progress Report is completed annually and published publicly, starting in 2020-2021

Coordinated Access is implemented by the end of 2021-2022.

Outcomes:

Reduction in and prevention of homelessness in the community is achieved as measured through community-wide outcomes prescribed by Canada and voluntary community-wide outcomes identified at the community level.

Through investments in Reaching Home-funded sub-projects: homeless individuals and families are connected to more stable housing; homeless individuals and those at imminent risk of homelessness experience greater housing stability; and homeless individuals and those at imminent risk of homelessness experience greater economic stability and self-sufficiency.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	MAR 15 2019 DATE

SCHEDULE B

FINANCIAL PROVISIONS

LEGAL NAME OF RECIPIENT: The Corporation of the City of London
PROJECT TITLE: RH 2019-2024 – London

1.0 MAXIMUM CONTRIBUTION OF CANADA

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: $5,095,101.

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:
$904,920 in Fiscal Year 2019/2020
$904,920 in Fiscal Year 2020/2021
$1,095,087 in Fiscal Year 2021/2022
$1,095,087 in Fiscal Year 2022/2023
$1,095,087 in Fiscal Year 2023/2024

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 8.0 of this Schedule, Canada has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars ($100), such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

(a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and

(b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of $15 is payable by the Recipient to Canada in accordance with the Regulations.

4.0 OTHER SOURCES OF FUNDING

4.1 The Recipient declares that it has received or is entitled to receive

(a) the following funding (cash) for the Project from the following sources:
(i) City of London $11,500,000
(ii) Province $56,453,850

(b) goods, services or other non-cash contributions for the Project from the following sources, having the following agreed estimated fair and reasonable monetary value:
(i) $0

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of $100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

5.0 PROJECT BUDGET

5.1 The following is the Project Budget:

COST CATEGORIES	ESDC	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
1. Administrative Costs	$0.00			
a. Administrative costs				
b. Sub-projects Administrative Costs				
2. Capital Costs	$0.00			
a. Facilities				
b. Capital assets				
3. Direct Costs	$5095101.00			
a. Staff wages *	$509,510.00			
b. Participant costs				
c. Project costs				
d. Partnership development				
e. Child care costs				
f. Sub-projects Project Costs *	$4,585,591.00			
TOTAL	$5095101.00	$67,953,850	$0	$73,048,951.00

Budget notes:

"Administrative Costs" means any expenditure incurred by the Recipient in the course of its regular or ongoing operations that enable the Recipient to manage the Project successfully;

"Sub-Project Administrative Costs" means any expenditure incurred by a Third Party in the course of its regular or ongoing operations that, though indirectly related to the Sub-Project, enable the Third Party to manage the Sub-Project successfully;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Partnership Development" means any expenditure incurred by the Recipient towards the development or maintenance of partnerships that support or contribute materially to the goals of the Project;

"Child Care Costs" means any expenditure incurred by the Recipient in support of child care service offerings to aboriginal persons that are adapted the particular needs of this clientele; and

"Sub-Project Project Costs" means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

5.2 Canada will provide payment to the Recipient for Administrative Costs up to 15% of the total maximum amount of Canada's contribution referred to in section 1.1. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

6.0 BUDGET FLEXIBILITY

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that increases or decreases the subtotal amount budgeted for:

(i) any cost category identified with an asterisk (*) by any amount, or
(ii) any other cost category by more than 10%;

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

(a) expenditures must, subject to section 7.2, be incurred during the Project Period;

(b) expenditures must, in the opinion of Canada, be reasonable;

(c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;

(d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;

(e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;

(f) depreciation of capital assets is not eligible for reimbursement.;

(g) fines and penalties are not eligible for reimbursement;

(h) the cost of alcoholic beverages are not eligible for reimbursement;

(i) costs associated with software development for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS) database; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of advances. Each payment shall cover a quarterly period (herinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

(a) change the basis of payments of its contribution to the Recipient to progress payments for any period during the Project Period, or

(b) change the Payment Period to a monthly period, or

(c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

"progress payments" means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

"monthly period" means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

"quarterly period", in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

(a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of Canada, is reliable and up-to-date; and

(b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

(a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;

(b) an updated forecast of Project expenditures;

(c) an activity report describing the work completed on the Project during the Payment Period; and

(d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, **forty-five (45) days** following the Payment Period;

and

(b) if the Payment Period is quarterly, **sixty (60) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

(a) if the Recipient has failed to submit when due

(i) a financial claim under section 8.4 (1); or
(ii) any other document required by Canada under this Agreement; or

(b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

(a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or

(b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

(a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,

(b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and

(c) receipt of any other Project-related record that may be required by Canada.

9.0 ANNUAL FINANCIAL REPORTS

9.1 (1) Within one hundred and twenty (120) days following the end of each "Reporting Period" during the Project Period, the Recipient shall provide to Canada a financial report containing,

(a) a statement setting out:

(i) the total amount received from Canada under this Agreement during the Reporting Period,

(ii) the total revenue received from other sources for the Project during the Reporting Period, including cash and the value of in-kind contributions,

(iii) the total amount of GST/HST rebates and interest earned by the Recipient during the Reporting Period on advances of Canada's contribution if the amount of interest earned is in excess of one hundred dollars ($100), and

(iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from Canada's contribution under this Agreement, and

(b) an itemized statement setting out, by expenditure category as per the Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Recipient to submit financial reports within the timeframe specified under subsection (1) may result in Canada withholding payment of an advance or progress payment in accordance with subsections 8.5(1) or (2) of this Schedule or withholding payment of any holdback retained by Canada in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof.

9.2 Each financial report submitted to Canada pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by Canada.

Audit Requirement

9.3 (1) Unless otherwise notified by Canada in writing, the Recipient shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Recipient's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by Canada to do so, the Recipient shall allow representatives of Canada to discuss any audited financial report referred to in this section with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to

discuss the report with representatives of Canada and provide any requested information to them in relation to the audit.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	MAR 15 2019 DATE

SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF RECIPIENT: The Corporation of the City of London
PROJECT TITLE: RH 2019-2024 – London

1.0 WORK PLAN

1.1 For each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof, the Recipient shall provide to Canada for approval a "Work Plan" outlining the activities to be undertaken by the Recipient in implementing the Project during the Fiscal Year or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by Canada.

1.2 The Recipient's approved Work Plan for the first Fiscal Year or part thereof of the Project Period is attached to and forms an integral part of Schedule A (Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to Canada for approval no later than sixty (60) days prior to the beginning of each Fiscal Year to which it relates.

1.3 Canada will notify the Recipient of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Recipient shall implement the Project in accordance with the approved Work Plans. The Recipient shall not make any material change to an approved Work Plan without the written approval of Canada.

2.0 REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

Interpretation

2.1 For the purposes of this Agreement,

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this Agreement is further distributed to enable the organization to carry out a Sub-Project; and

"Sub-Project" means:

(a) an activity eligible for financial support under the Project which is implemented by a Sub-Agreement Holder, or

(b) an activity eligible for financial support under the Project implemented directly by the Recipient.

Sub-Project Selection Process

2.2 (1) The Recipient shall put into place a process satisfactory to Canada for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Recipient, are assessed and selected in an open, impartial and fair manner. The Recipient agrees that the Community Entity will assess, approve and enter into funding agreements with Sub-Projects based on recommendations by the Community Advisory Board. The Recipient must ensure that Sub-Project proposals of a capital nature address their sustainability; for Sub-Projects of a capital nature Canada will provide a form to address this aspect that is to be included as part of such proposals.

(2) The Recipient shall also put into place written operational policies and procedures relating to its financial management of the Project and its administration of Sub-Projects, and shall provide a copy of those policies and procedures to Canada, together with the names and positions of personnel within the Recipient's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Recipient under this Agreement. The Recipient shall notify Canada promptly of any changes in such personnel that occur from time to time.

(3) A sub-project shall not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

(4) Without limiting the foregoing and subject to subsection 5, a sub-project shall not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(5) The restriction in subsection 4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

Agreements with Sub-Agreement Holders

2.3 (1) When the Recipient provides funding to a Sub-Agreement Holder to support the costs of a Sub-Project, the Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder.

(2) The written agreement referred to in subsection (1) shall include:

(a) an identification of the Sub-Agreement Holder (proper legal name and address);

(b) a description of the purpose of the funding;

(c) the effective date, the date of signing and the duration of the agreement;

(d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;

(e) the costs of the Sub-Project eligible for reimbursement;

(f) the conditions to be met before payment is made and the schedule and basis of payment;

(g) the maximum amount payable;

(h) the provision of such reports by the Sub-Agreement Holder on its Sub-Project, outcomes and results as may be specified by Canada in any reporting guidelines or instructions provided to the Recipient by Canada or as may be specified elsewhere in this Agreement;

(i) a provision giving both Canada and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Sub-Agreement Holder to monitor and inspect the administration of the Sub-Project;

(j) a requirement for the Sub-Agreement Holder to repay to the Recipient the amount of any funding provided to which it is not entitled. The agreement should specify that amounts to which it is not entitled include the amount of any payments:

(i) made in error;

(ii) made for costs in excess of the amount actually incurred for those costs; and

(iii) that were used for costs that were not eligible for reimbursement under the agreement;

(k) if the Sub-Project involves an activity described in section 4.1 or 4.3,

(i) a repayment requirement modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder; and

(ii) a provision giving both Canada and the Recipient, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, the right to inspect the operation of the facility referred to in section 4.1 or 4.3 at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded; and

(iii) a provision stipulating that the Sub-Agreement holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project, or for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, without the prior written approval of the Recipient; and

(iv) a provision stipulating that the Sub-Agreement Holder shall ensure that all environmental protection measures, standards and rules relating to the Sub-Project established by competent authorities are respected;

(l) a provision stipulating that payment of any funding under the agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that Canada cancels or reduces its funding to the Recipient;

(m) a requirement for the Sub-Agreement Holder to give appropriate recognition of the contribution of Canada to the Sub-Project being carried out in its publicity and signage relating to the Sub-Project, including any information provided to the public on any web site maintained by the Sub-Agreement Holder;

(n) a requirement that the Sub-Agreement Holder notify the Recipient (Community Entity) twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder relating to the Sub-Project; and

(o) a requirement for the Sub-Agreement Holder to cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Sub-Project.

Internal Memoranda of Understanding (MOU)

2.4 When the Recipient is implementing a Sub-Project directly, the Recipient shall ensure that there is an internal memorandum of understanding (MOU) with the head of the branch or division of its organization responsible for implementing the Sub-Project, as if the head of the branch or division implementing the Sub-Project was a Sub-Agreement Holder, setting out terms and conditions of the funding modelled on the requirements of section 2.3, with such modifications as the circumstances may require.

Provision of Copies of Agreements and MOUs

2.5 Upon request, the Recipient shall provide Canada with a copy of any or all agreements with Sub-Agreement Holders and MOUs referred to in sections 2.3 and 2.4, respectively.

Monitoring and Audit of Sub-Projects

2.6 The Recipient shall exercise due diligence in the administration of its agreements with Sub-Agreement

Holders and of its MOUs referred to in section 2.4. Without limiting the generality of the foregoing, in exercising due diligence, the Recipient shall take appropriate measures for ensuring compliance by Sub-Agreement Holders and, in the case of MOUs referred to in section 2.4, by the responsible branch or division head of the Recipient, with the terms and conditions of the agreement or MOU, as the case may be, including:

(a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,

(b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the agreement or MOU, were actually incurred and were in accordance with the agreement or MOU, as the case may be,

(c) furnishing the Sub-Agreement Holder or the branch or division head of the Recipient, as the case may be, with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,

(d) where there are breaches of the agreement or MOU, taking appropriate measures to resolve the situation, including, in the case of an agreement with a Sub-Agreement Holder, termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and

(e) in the case of an agreement with a Sub-Agreement Holder, making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Recipient shall provide to Canada, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Recipient under section 2.6.

2.8 Where Canada desires to exercise its right to audit the books and records of a Sub-Agreement Holder or to monitor and inspect its Sub-Project, Canada shall notify the Recipient of its desire to do so. The Recipient shall cooperate with Canada in obtaining access to the financial records and, if required by Canada, it shall take all necessary steps to enforce the Recipient's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

COORDINATED ACCESS AND AN OUTCOMES-BASED APPROACH

Coordinated Access

Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to have a Coordinated Access system in place by March 31, 2022 that fully meets all Reaching Home minimum requirements for Coordinated Access. The minimum requirements, as prescribed by Canada, outline Canada's expectations for the design of Coordinated Access systems across the following areas: coverage, governance operating model, access, assessment, prioritization, matching and referral, and Homelessness Management Information System (HMIS) platform.

Community Progress Report

Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall provide annually to Canada, beginning in 2020-2021, using a template provided by Canada, no later than sixty (60) days following the period covered by the report (i.e. the previous fiscal year), a Community Progress Report, satisfactory to Canada in scope and detail. The Community Progress Report will be published publicly in a time and manner prescribed by Canada.

Point-in-Time Count

The Recipient shall conduct a Point-in-Time count of homelessness between March 1, 2020 and April 30, 2020. The methodology for the count must adhere to the national Point-in-Time count methodology as prescribed by Canada, including common national survey questions.

The Recipient may conduct the Point-in-Time Count in coordination with a Registry Week or another enumeration methodology provided that the methodological standards prescribed by Canada are followed.

In a manner prescribed by Canada, the Recipient shall provide the results of the count to Canada by October 31, 2020, including, but not limited to:

(a) an estimate of the number of people who were experiencing homelessness in shelters and the number who were in unsheltered locations on a single night; and

(b) individual-level survey data from the common national survey questions asked of people experiencing homelessness.

These results will be used by Canada to report at aggregate levels (e g. nationally, by region) without identifying results for particular survey respondents or for particular communities.

3.0 REPORTING ON SUB-PROJECTS FUNDED THROUGH REACHING HOME

Report of Approved Sub-Projects

3.1 Each financial claim submitted to Canada pursuant to section 8 (Terms of Payment) of Schedule B to this Agreement shall be accompanied by a report identifying all agreements with Sub-Agreement Holders and MOUs approved by the Recipient to date containing the following information about each Sub-Project:

(a) the Sub-Project file identifier;

(b) in the case of agreements with Sub-Agreement Holders, the legal name of the Sub-Agreement Holder and Sub-Agreement Holder contact information;

(c) in the case of MOUs, the name of the branch or division within the Recipient's organization responsible for carrying out the Sub-Project and Recipient branch or division contact information;

(d) the amount of funding provided under this Agreement to be provided by the Recipient for the Sub-Project as well as the total budget of the Sub-Project;

(e) identification of the applicable Reaching Home

funding stream; (f) the Sub-Project start and end dates;

and

(g) the activity areas(s) supported by the Sub-Project, i.e. (i) housing; (ii) prevention and shelter diversion; (iii) client support services; (iv) capital investments; or (v) coordination of resources and data collection.

Results Reporting

For projects that are funded in 2019-2020, the Recipient will be required to collect information on each Sub-Project using tools provided by Canada, and provide to Canada using an online results reporting system provided by Canada, a Project Details Report, acceptable to Canada in both scope and detail that sets out the detailed description of the Sub-Project. Any changes to the funding amount, activities, or end date of a Sub-Project approved by the Recipient must be documented and provided to Canada, within thirty (30) days of the change, once the Recipient has received the online results reporting system.

3.2 Following 2019-2020 until the end of the agreement, within thirty (30) days of the start date of each Sub-Project, the Recipient shall provide to Canada, using an online results reporting system provided by Canada, a Project Details Report, acceptable to Canada in both scope and detail that sets out the detailed description of the Sub-Project. Any changes to the funding amount, activities, or end date of a Sub-Project approved by the Recipient will require a revised Project Details Report that must be provided to Canada, using the online system, within thirty (30) days of the change.

3.3 Where applicable, the Recipient shall provide to Canada, no later than sixty (60) days following each Fiscal Year that falls within the period of the Sub-Project, an "Annual Results Report" detailing the outputs and outcomes achieved in implementing each Sub-Project during the Fiscal Year. Each Annual Results Report shall be provided to Canada using the on-line system referred to in section 3.2.

4.0 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

Project Funding Used to Purchase Land or a Building for a Facility

4.1 If

(a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of $50,000,the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if,

(i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or

(ii) at any time during the five-year period following the end date of the Sub-Project, Canada concludes, based on

(A) information provided by the Recipient under section 4.7, or

(B) the results of a site inspection conducted by Canada under section 4.9

that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Recipient of such conclusion in writing, and

(d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.2 The amount repayable by the Recipient under paragraph 4.1(d), if the event referred to in that paragraph occurs, shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);

(d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

Project Funding Used for Construction or Renovations

4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of $50,000,the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.4 The amount repayable by the Recipient under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a); or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a); and

(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);

(iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);

(iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or

(v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 For greater certainty, the Recipient acknowledges that the repayment requirements in sections 4.1 and 4.3 apply to it not only where the Sub-Project is implemented by it directly but also where it is being implemented by a Sub-Agreement Holder. Consequently, where the Recipient provides funding to a Sub-Agreement Holder for a Sub-Project that involves an activity referred to in section 4.1 or 4.3, the Recipient must ensure pursuant to paragraph 2.3(k) that its agreement with the Sub-Agreement Holder includes repayment obligations on the part of the Sub-Agreement Holder that are modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder.

Repayment to Canada of Amounts Recovered from Sub-Agreement Holders

4.6 Where a Sub-Agreement Holder is required, under the terms of its agreement with the Recipient, to repay an amount to a Recipient pursuant to a repayment obligation referred to in section 4.5, the Recipient shall repay to Canada any such amount recovered by the Recipient from the Sub-Agreement Holder.

Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Recipient shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

(a) annually monitor, as the case may be,

(i) progress made towards the establishment of the facility, or

(ii) the use of the facility to verify its continuing use for the purposes for which the Recipient had provided its funding, and

immediately notify Canada if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and

(b) provide annually to Canada, using a form provided by Canada, a declaration regarding, as the case may be,

(i) the progress made towards the establishment of the facility during the year covered by the declaration, or

(ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to Canada no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Recipient shall ensure that representatives of Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

No Mortgaging or Charging of Facility Property

4.10. If the Recipient itself carries out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of Canada. Canada undertakes that its approval shall not be unreasonably withheld.

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall ensure that the Sub-Agreement Holder does not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the Recipient.

5.0 ENVIRONMENTAL PROTECTION

5.1 The Recipient shall:

(a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and

(b) ensure that all environmental protection measures, standards and rules relating to the Project established by competent authorities are respected.

6.0 OFFICIAL LANGUAGES

6.1 Where the Project is to be delivered to members of either language community, the Recipient shall:

(a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages where applicable;

(b) actively offer and provide in both official languages any Project-related services to be provided or made available to members of the public, where applicable;

(c) encourage members of both official language communities, including official language minority communities, to participate in the Project and its activities; and

(d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	MAR 15 2019 DATE

SCHEDULE 2

This Agreement with effect as of _____, 20_____.

Reaching Home: Canada's Homelessness Strategy

SUB-PROJECT FUNDING AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(the "City")

AND

AGENCY
(the "Sub-Agreement Holder")

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

Whereas Her Majesty the Queen in right of Canada ("Canada") has established Reaching Home: Canada's Homelessness Strategy (hereinafter referred to as "the Program") to support Sub-Projects aimed at reducing homelessness, primarily through the Housing First approach, and includes Sub-Projects aimed at preventing individuals and families at imminent risk from becoming homeless;

And Whereas the City has entered into a Funding Agreement with Canada wherein the City will act as the Community Entity and will administer Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities funding for the development of housing and supports ("the Project");

And Whereas the Project involves the City assessing, approving and entering into funding agreements with third parties that meet the community plan priorities and terms and conditions of the Program ("Sub-Projects");

And Whereas the City has determined that the Sub-Agreement Holder is eligible to apply for and receive funding for the Sub-Agreement Holder's Sub-Project and that the Sub-Project qualifies for support under the Program;

Now, therefore, the City and the Sub-Agreement Holder agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto, constitute the entire agreement between the Sub-Agreement Holder and the City with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

(a) These Articles of Agreement;

(b) Schedule A – entitled "Sub-Project Description";

(c) Schedule B – entitled "Financial Provisions";

(d) Schedule C – entitled "Additional Conditions";

(e) Schedule D – entitled "Blanket Position Insurance Policy";

(f) Schedule E – entitled "Undertaking Use of the City of London Tree Logo";

(g) Schedule F – entitled "Worker's Compensation Declaration", if applicable; and

(h) Schedule G – entitled "French Language Services".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures which are listed in the Sub-Project Budget in Schedule B, and in compliance with the Conditions Governing Eligibility of Expenditures set out in Schedule B;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Sub-Project" means the activity described in Schedule A (Sub-Project Description);

"Sub-Project Period" means the period beginning on the Sub-Project Start Date specified in Schedule A and ending on the Sub-Project End Date specified in Schedule A; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Sub-Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Sub-Agreement Holder shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of the City's funding is to enable the Sub-Agreement Holder to carry out the Sub-Project. The funding shall be used by the Sub-Agreement Holder solely for the purpose of paying the Eligible Expenditures.

5.0 THE CITY'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, the City agrees to make a contribution to the Sub-Agreement Holder in respect of the Eligible Expenditures. The amount of the City's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B. The Sub-Agreement Holder shall comply with all of the requirements set out in Schedule C.

5.2 Where the Sub-Project Period covers more than one Fiscal Year, the amount payable by the City on account of its contribution in each Fiscal Year of the Sub-Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

6.0 AVAILABILITY OF FUNDS

6.1 Any payment under this Agreement is subject to the availability of funds. Further, any payment may be cancelled or reduced in the event that Canada cancels or reduces its funding to the City.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

(a) the Program or Sub-Project is cancelled,

(b) the level of funding for the Program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision by Canada, or

(c) Parliament reduces the overall level of funding for the programs of the Government of Canada's Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

the City may reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada proposes to reduce its funding, and where, as a result of the reduction in funding, the Sub-Agreement Holder is of the opinion that it will be unable to complete the Sub-Project or will be unable to complete the Sub-Project in the manner desired by the Sub-Agreement Holder, the Sub-Agreement Holder shall notify the City of same as soon as possible after receiving notice of the funding reduction and may, upon not less than twenty calendar (20) days written notice to the City, terminate the Agreement.

8.0 SUB-AGREEMENT HOLDER DECLARATIONS

8.1 The Sub-Agreement Holder:

(a) declares that it has provided the City with a true and accurate list of all amounts owing to the City or the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Sub-Agreement Holder's application for funding under the Program and Sub-Project named in this Agreement;

(b) agrees to declare any amounts owing to the City or Government of Canada under legislation or funding agreements which become past due and in arrears following the date of its application for funding; and

(c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Sub-Agreement Holder under this Agreement.

8.2 The Sub-Agreement Holder declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 *c. 44 (4th Supp.)*] as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned Act applies, has received, or will receive, no payment, directly or indirectly, from the Sub-Agreement Holder that is in whole or in part contingent on obtaining this Agreement.

9.0 SUB-PROJECT RECORDS

9.1 The Sub-Agreement Holder shall:

(a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Sub-Project, including cash contributions received from the City and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Sub-Project referred to in the Sub-Project Budget in Schedule B;

(b) keep records of all Sub-Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures; and

(c) keep records of all Sub-Project-related activity, progress and evaluation reports and reports of Sub-Project reviews or audits carried out by, or on behalf of, the Sub-Agreement Holder.

9.2 The Sub-Agreement Holder shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Sub-Project Period.

10.0 THE CITY'S AND CANADA'S RIGHT TO AUDIT

10.1 Subject to any and all applicable law, during the Sub-Project Period and for a period of six (6) years thereafter, the Sub-Agreement Holder shall, upon request, grant representatives of the City or Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Sub-Agreement Holder as Eligible Expenditures. The Sub-Agreement Holder shall permit the City's or Canada's representative(s) to take copies and extracts from such accounts and records. The Sub-Agreement Holder shall also provide the City or Canada with such additional information as the City or Canada may require with reference to such books and records.

11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Sub-Project Period, the Sub-Agreement Holder shall grant representatives of the City or Canada reasonable access to the Sub-Project site and business premises of the Sub-Agreement Holder, if different from the Sub-Project site, and to all Sub-Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Sub-Project. The Sub-Agreement Holder shall also, upon request, provide representatives of the City or Canada with copies and extracts from such books and records.

12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Sub-Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C. 1985, c. A.17], requests that the City or the Sub-Agreement Holder provide them with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Sub-Agreement Holder shall provide to the City or to the Auditor General of Canada the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

13.0 FINAL REPORT

13.1 Unless the Sub-Agreement Holder is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Sub-Project, the Sub-Agreement Holder shall provide the City with a final report that summarizes the Sub-Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the City may specify in writing to the Sub-Agreement Holder. The Sub-Agreement Holder shall provide the City with the final report by April 15th following the Sub-Project Period.

14.0 EVALUATION

14.1 The Sub-Agreement Holder agrees to cooperate with the City in the conduct of any evaluation of the Sub-Project and/or the Program named in this agreement that the City or Canada may carry out during the Sub-Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by the City or Canada to do so for the purpose of conducting an evaluation, the Sub-Agreement Holder agrees to:

(a) participate in any survey, interview, case study or other data collection exercise initiated by the City or Canada; and

(b) subject to section 14.2, provide the City or Canada with contact information of the Sub-Project partner organizations, if any, who participated in the Sub-Project, and of the members of the board of directors of the Sub-Agreement Holder.

14.2 The Sub-Agreement Holder shall provide the City or Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to the City or Canada. The Sub-Agreement Holder agrees to make all reasonable efforts to secure such consent during the Sub-Project Period. When providing a person's contact information to the City or Canada, the Sub-Agreement Holder shall provide the City or Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the City or Canada.

15.0 CONTRACTING PROCEDURES

Contracting

15.1(1) Subject to subsection (2), the Sub-Agreement Holder shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Sub-Project. The Sub-Agreement Holder shall select the bid or proposal offering the best value.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by the City, to all goods or services contracts valued at $25,000 or more (including taxes and duties). The Sub-Agreement Holder must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

Restrictions Regarding Non Arms-Length Contracts

15.2(1) Unless otherwise authorized in writing by the City, all goods or services contracts, regardless of their value, entered into in relation to the Sub-Project between the Sub-Agreement Holder and:

(a) an officer, director or employee of the Sub-Agreement Holder;

(b) a member of the immediate family of an officer, director or employee of the Sub-Agreement Holder;

(c) a business in which an officer, director or employee of the Sub-Agreement Holder, or a member of their immediate family, has a financial interest; or

(d) a business which is related to, or associated or affiliated with, the Sub-Agreement Holder;

require the prior written approval of the City. In any such contract, the Sub-Agreement Holder shall ensure that the City has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Sub-Agreement Holder in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

Restrictions Regarding Sub-contracting of Sub-Agreement Holder Duties or Responsibilities

15.3 The Sub-Agreement Holder shall not subcontract the performance of any of its duties or responsibilities in managing the Sub-Project to another party without the prior written consent of the City unless the Sub-Agreement Holder has already indicated in the approved Sub-Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

16.0 TERMINATION OF AGREEMENT

Termination for Default

16.1(1) The following constitute Events of Default:

(a) the Sub-Agreement Holder becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Sub-Agreement Holder;

(b) the Sub-Agreement Holder ceases to operate;

(c) the Sub-Agreement Holder is in breach of the performance of, or compliance with, any provision of this Agreement;

(d) the Sub-Agreement Holder, in support of its application for the City's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the City; or

(e) in the opinion of the City, there is a material adverse change in risk in the Sub-Agreement Holder's ability to complete the Sub-Project or to achieve the expected results of the Sub-Project set out in Schedule A.

(2) If

(a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or

(b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Sub-Agreement Holder of written notice of default, or a plan satisfactory to the City to remedy such Event of Default has not been put into place within such time period,

the City may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, the City shall have no obligation to make any further contribution to the Sub-Agreement Holder.

(3) In the event the City gives the Sub-Agreement Holder written notice of default pursuant to paragraph (2)(b), the City may suspend any further payment under this Agreement until the end of the period given to the Sub-Agreement Holder to remedy the Event of Default.

(4) The fact that the City refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

16.2 The City may also terminate this Agreement at any time without cause upon not less than sixty (60) calendar days written notice of intention to terminate.

Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

16.3 In the event of a termination notice being given by the City under section 7.1 or 16.2,

(a) the Sub-Agreement Holder shall make no further commitments in relation to the Sub-Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

(b) all Eligible Expenditures incurred by the Sub-Agreement Holder up to the date of termination will be paid by the City, including the Sub-Agreement Holder's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the City that the costs mentioned herein were actually incurred by the Sub-Agreement Holder and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Sub-Agreement Holder shall negotiate all contracts related to the Sub-Project, including employment contracts with staff, on terms that will enable the Sub-Agreement Holder to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Sub-Agreement Holder shall cooperate with the City and do everything reasonably within its power at all times to minimize and reduce the amount of the City's obligations under section 16.3 in the event of a termination of this Agreement.

17.0 RESERVED

18.0 INSURANCE AND INDEMNIFICATION

18.1 On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Sub-Agreement Holder shall provide the City with evidence that it has obtained the insurance coverage required under section 18.1. The Sub-Agreement Holder shall notify the City forthwith of any lapse or termination of any such insurance coverage.

Throughout the term of this Agreement, the Sub-Agreement Holder shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars ($5,000,000) and shall include the City as an additional insured with respect to the Funded Agencies errors and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Sub-Agreement Holder shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

18.2 The Sub-Agreement Holder undertakes and agrees to defend and indemnify and save Canada and the City and hold the City harmless, at the Sub-Agreement Holder's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(i) any breach of this Agreement by any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible;

(ii) any loss or misuse of funds held by the Sub-Agreement Holder as described in this Agreement;

(iii) the acts or omissions of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or any person for whom the Sub-Agreement Holder is at law responsible in performing Services or otherwise carrying on the Sub-Agreement Holder's business, including any damage to any and all persons or property,

whether deliberate, accidental or through negligence, and all tickets, fines or penalties;

(iv) any claim or finding that any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or

(v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Sub-Agreement Holder, the Sub-Agreement Holder's employees or others for whom the Sub-Agreement Holder is at law responsible in connection with the performance of Services or otherwise in connection with the Sub-Agreement Holder's business.

18.3 At its sole discretion, the City may, at any time require that the Sub-Agreement Holder obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. (See Schedule D).

19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF THE CITY

19.1 The management and supervision of the Sub-Project are the sole and absolute responsibility of the Sub-Agreement Holder. The Sub-Agreement Holder is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibility is limited to providing financial assistance to the Sub-Agreement Holder towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Sub-Agreement Holder is not an agent, employee or partner of the City. The Sub-Agreement Holder shall not represent itself as an agent, employee or partner of the City.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the City respecting additional or future funding of the Sub-Project beyond the Sub-Project Period, or that exceeds the maximum contribution specified in Schedule B. The City shall not be liable for any loan, capital lease or other long-term obligation which the Sub-Agreement Holder may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Sub-Agreement Holder toward another party in relation to the Sub-Project.

20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s.2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Sub-Agreement Holder shall allow Canada or the City sixty (60) days from the date of signature of the agreement to announce the Project or Sub-Project. During this 60 day period, the Sub-Agreement Holder shall not make any public announcements of funding, deferring all questions to Canada or the City. After the expiry of the 60 day period, the Sub-Agreement Holder may begin its own communication activities for the Sub-Project.

21.2 The Sub-Agreement Holder shall notify the City twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Sub-Project. The City reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Sub-Agreement Holder shall notify the City fifteen (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder or by a third party with whom it has an agreement relating to the Sub-Project.

21.4 The Sub-Agreement Holder shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Sub-Project, recognition, in terms and in a form and manner satisfactory to the City, are given to the City's financial assistance to the Sub-Project.

21.5 The Sub-Agreement Holder agrees to display such signs, plaques or symbols as Canada or the City may provide in such locations on its premises as Canada or the City may designate.

21.6 The Sub-Agreement Holder shall cooperate with representatives of Canada or the City during any official news release or ceremonies relating to the announcement of the Sub-Project.

22.0 ACCESS TO INFORMATION

22.1 The Sub-Agreement Holder acknowledges that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 ("MFIPPA"), and information obtained by the City pertaining to this Agreement may be disclosed by the City to the public upon request under MFIPPA. The Sub-Agreement Holder further acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the *Access to Information Act*.

23.0 PROACTIVE DISCLOSURE

23.1 The Sub-Agreement Holder acknowledges that the name of the Sub-Agreement Holder, the amount of the contributions and the general nature of the Sub-Project and Sub-Project may be made publicly available by Canada or the City in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Sub-Project Period, the Sub-Agreement Holder shall preserve any capital asset purchased by the Sub-Agreement Holder with funding provided under this Agreement and shall not dispose of it unless the City authorizes its disposition.

24.2 At the end of the Sub-Project Period, or upon termination of this Agreement, if earlier, the City reserves the right to direct the Sub-Agreement Holder to dispose of any capital asset purchased by the Sub-Agreement Holder with funding provided under this Agreement by:

(a) selling it at fair market value and applying the funds realised from such sale to offset the City's contribution to the Eligible Expenditures;

(b) turning it over to another organization or to an individual designated or approved by the City; or

(c) disposing of it in such other manner as may be determined by the City.

24.3 Where the City elects to exercise its right under section 24.2, the Sub-Agreement Holder agrees to comply with the related direction provided by the City.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

(a) is not physically incorporated into another product or not fully consumed by the end of the Sub-Project, and

(b) has a purchase or lease value of more than $1,000 (before taxes),

but does not include land or buildings purchased or leased by the Sub-Agreement Holder in connection with the implementation of the Sub-Project.

25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Sub-Project, the Sub-Agreement Holder produces any work using funds provided by the City, Sub-Project the copyright in the work shall vest in the Sub-Agreement Holder. However, the Sub-Agreement Holder hereby grants to Canada and the City a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Sub-Agreement Holder, any such work which is produced by the Sub-Agreement Holder.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

(a) the right to sub-license the use of the work to any contractor engaged by the City solely for the purpose of performing contracts with the City; and

(b) the right to distribute the work as long as the distribution does not undermine any commercial use of the work intended by the Sub-Agreement Holder.

25.3 The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Sub-Agreement Holder:

(a) warrants that the work shall not infringe on the copyrights of others;

(b) agrees to indemnify and save harmless the City and Canada from all costs, expenses and damages arising from any breach of any such warranty; and

(c) shall include an acknowledgment, in a manner satisfactory to Canada or the City, on any work which is produced by it with funds contributed by Canada or the City under this Agreement, acknowledging that the work was produced with funds contributed by Canada or the City and identifying the Sub-Agreement Holder as being solely responsible for the content of such work.

25.5 The Sub-Agreement Holder shall include in the final report for the Sub-Project, which the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, a copy of any work licensed under section 25.1.

26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Sub-Agreement Holder shall not assign this Agreement or any part thereof without the prior written consent of the City.

29.0 SUCCESSORS AND ASSIGNS

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

30.0 COMPLIANCE WITH LAWS

30.1 The Sub-Agreement Holder shall carry out the Sub-Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Sub-Agreement Holder shall obtain, prior to the commencement of the Sub-Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Sub-Project.

30.2 The Sub-Agreement Holder acknowledges that the City is in no way liable for the failure of the Sub-Agreement Holder to comply with any laws, by-laws or regulations.

31.0 APPLICABLE LAW

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of Ontario.

32.0 AMENDMENT

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

33.0 UNINCORPORATED ASSOCIATION

33.1 If the Sub-Agreement Holder is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Sub-Agreement Holder that in addition to signing this Agreement in their representative capacities on behalf of the members of the Sub-Agreement Holder, they shall be personally, jointly and severally liable for the obligations of the Sub-Agreement Holder under this Agreement, including the obligation to pay any debt that may become owing to the City under this Agreement.

34.0 COUNTERPARTS

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SIGNATURES

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON BY THE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date:_____ _____

Sandra Datars Bere
Managing Director,
Housing, Social Services and Dearness Home

For Sub-Agreement Holder, by the following authorized officer(s):

AGENCY

Date:_____ _____

*(Signature)

_____

(Print Name)

_____

(Print Title)

_____

*(Signature)

_____

(Print Name)

_____

(Print Title)

*I/We have authority to bind the Corporation.

REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT

INSERT FUNDING START DATE AND END DATE HERE
SCHEDULE A

SUB-PROJECT DESCRIPTION

NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

Agreement Holder		**The City**	
Complete Mailing Address:		Complete Mailing Address:	
		The Corporation of the City of London 355 Wellington Street, PO Box 5045 London, ON N6A 4L9	
Primary Contact:	Secondary Contact:	Primary Contact:	Secondary Contact:
Telephone Number:	Telephone Number:	Telephone Number:	Telephone Number:
Fax Number:	Fax Number:	Fax Number:	Fax Number:
Email address:	Email address:	Email address:	Email address:

PROJECT START DATE	**PROJECT END DATE**	Total Number of Participants: (if applicable)	

PROJECT NAME:

1. Preamble

1.1 The Government of Canada, Reaching Home: Canada's Homelessness Strategy (Reaching Home) offers a community-based funding program, which is aimed at preventing and reducing homelessness. REACHING HOME applies a **Housing First** approach, providing support and funding to communities across Canada.

The funding available under Reaching Home is for the period INSERT DATE. This contract, with all its terms and conditions, will terminate on INSERT DATE. There is no assumption of continued funding beyond INSERT DATE.

All Sub-Projects or programs funded under Reaching Home must: fall under **London's Homeless Prevention System's** areas of focus: Securing Housing; Housing with Support; Housing Stability; Shelter Diversion; and, Strategy, Capacity and Competency; apply a **Housing First** philosophy and approach; and be action-oriented, accountable and measureable.

1.2 Housing First is an evidence based approach aimed at securing housing and providing support for individuals and families who have experienced homelessness. From the stability of their own home, individuals and families can begin to address the often complex and co-occurring issues that led them to their path of homelessness and achieve overall improved health and housing outcomes.

2. Homeless Prevention Implementation System for London

London's Homeless Prevention System Implementation Plan[1] (Implementation Plan) was introduced in 2013, and has been approved by all orders of government and the London Homeless Coalition. This Implementation Plan focuses on applying a Housing First approach to address, reduce and prevent homelessness in London.

The primary goal for the Implementation Plan is to assist individuals and families experiencing homelessness or at risk of homelessness to achieve housing stability through a coordinated and integrated individual and family centered approach. This Implementation Plan concentrates on delivering actionable and measurable solutions in purposeful and strategic ways with community-level results, consistent service delivery and information management.

The Vision to Address, Reduce and Prevent Homelessness in London

The City of London Homeless Prevention System is a coordinated and integrated individual and family centered housing stability approach that is outcome focused and designed to address, reduce and prevent homelessness in London.

Principles of the Homeless Prevention System in London

The following principles inform the actions to be undertaken:

- Housing First
- Homelessness is a solvable problem
- Individual and family centered
- Community engaged
- Partnership based
- London driven
- Neighbourhood based
- Inclusive
- Fiscally responsible
- Outcome focused

Indicators of Success

The Homeless Prevention Implementation Plan identifies as follows the indicators of success for individuals and families, the system and services. The City of London measurements are:

Individuals and families will:

- Reside in stable housing
- Experience improvements in their health, nutrition, levels of stress, sleep, quality of life, personal safety and/or mental health/addiction recovery
- Have fewer hospital emergency department visits, psychiatric and emergency shelter admissions, police involvement and/or less time spent in custody and in emergency shelters
- Develop sustainable positive relationships in the community

The System will:

- Increase and develop efficient, attainable, scattered and diverse housing stock
- Integrate early, readily available housing with social and health care supports
- See a reduction in the number of individuals and families becoming homeless
- Improve the economic costs of resolving homelessness
- Reduce pressures on emergency shelter use
- Decrease use of homeless related services within the City of London

1 City of London, Homeless Prevention, Neighbourhood, Children and Fire Services. (2013) A Homeless Prevention System for London Ontario: A Three Year Implementation Plan https://www.london.ca/residents/homeless-prevention/Pages/default.aspx

Services will:

- Experience an increase in the capacity of staff to respond to participant needs through training and professional development
- Experience improved coordination of chronic or episodically homeless individuals/families each year
- Experience improved efficiencies with coordinated and optimized resources

Service Providers will observe the principles and work towards achieving the outcomes and indicators of success as set out in London's Homeless Prevention System Implementation Plan approved by Municipal Council on April 30, 2013.

Service Providers will operate from a Housing First and people-centred approach.

3. Homeless Management Information System (HMIS)

The City of London has implemented a shared database system to be used by all homeless serving organizations funded by the City of London. Homeless Management Information Systems (HMIS) are used to collect demographic and service information about individuals and families experiencing homelessness. Communities use and analyze the gathered information to identify emerging trends, identify gaps in services, and generating reports for agencies, funders, and local, provincial, and federal levels of government.

Organizations entering into this agreement recognize that the Implementation Plan for the London Homeless Prevention System guides the program, services and overall operations. This includes, and is not limited to, using the HMIS known as the Homeless Individuals and Families Information System (HIFIS) according to the London Homeless Management Information System Hosting Agreement, the Inter-Organization Information Sharing Agreement, and the policies and practices developed from time to time by the London Homeless Prevention Network and/or the City of London.

4. Project Objective:

5. Activities:

6. Evaluation:

7. Beneficiaries:

The primary beneficiaries are

8. Reporting:

9. General:

Any staff funded under this Sub-Project will attend relevant Housing First, SPDAT (Service Prioritization Decision Assistance Tool) and other planned/sponsored training by the City of London, and will attend other events as identified. Other team members of the Sub-Agreement Holder, including senior management, are encouraged to attend the training and share/implement this information within the organization.

The Service Prioritization Decision Assistance Tools (SPDAT, VI-SPDAT) will be completed with individuals/families to determine acuity and support needs, within a pre-determined schedule that matches Housing First practices.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER _____ DATE	_____ SUB-AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE

REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT

INSERT FUNDING START AND END DATE HERE

SCHEDULE B

FINANCIAL PROVISIONS

LEGAL NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

1.0 MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum amount of the City's contribution towards the Eligible Expenditures of the Sub-Project for fiscal year INSERT DATES is up to $<insert amount> and is subject to change based on outcomes, fiscal demands and financial expenditures and forecasts**.**

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 9.0 of this Schedule, the City has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars ($100), such interest is deemed to be part payment of the City's contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Sub-Agreement Holder, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Sub-Agreement Holder exceed the amount to which the Sub-Agreement Holder is entitled under this Agreement, the amount of the excess is a debt owing to the City and shall be promptly repaid to the City upon receipt of notice to do so. Without limiting the generality of the foregoing, amounts to which the Sub-Agreement Holder is not entitled include the amount of any payments:

(a) made in error;
(b) made for costs in excess of the amount actually incurred for those costs; and
(c) that were used for costs that were not eligible for reimbursement under the Agreement.

3.2 Interest shall be charged on overdue repayments as determined by the City Treasurer.

3.3 The Sub-Agreement Holder acknowledges that where an instrument tendered in payment or settlement of an amount due to the City under section 3.1 is, for any reason, dishonoured, an administrative charge of $15 is payable by the Sub-Agreement Holder to the City.

4.0 ELIGIBLE/INELIGIBLE COSTS

Eligible Housing First Homeless Prevention Administrative costs under Sub-Projects include:

Administrative Costs of Sub-Projects not to be greater than 10% of Sub-Project/program

Eligible administrative costs include, but are not limited to:

- Non-rebated portion of the Harmonized Sales Tax (HST)
- Wages and MERCS for administrative staff subject to meeting the Government of Canada and Province of Ontario employment and labour standards;
- Fringe benefits;
- Administrative support and supplies;
- Licenses, permits and fees for professional service;
- Disability needs; banking fees and interest charges;
- Banking fees and interest charges; and,
- Utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments.

Ineligible Housing First Homeless Prevention Activities and Costs under Sub-Projects include:

- The cost of Housing First training events that are provided by the City of London;
- Any capital including building, purchasing, renovating or repurposing new or existing facilities for affordable housing or emergency shelters;
- Core functions of an Assertive Community Treatment (ACT) team (e.g. provision of direct medical/clinical services to clients;
- Emergency Shelter beds;
- Emergency housing funding (e.g. rent subsidies, housing allowances) when the client is supported by existing provincial/territorial and municipal rent subsidies programs
- Direct income support to individuals who are homeless, at risk or at imminent risk of homelessness;
- Medical/clinical staff;
- Clinical health and treatment services;
- Daycare;
- Alcoholic beverages;
- Services that do not directly support individuals or families who are homeless or at risk of homelessness;
- Advocacy and lobbying activities towards elected representatives;
- Public Education (e.g. education tuition, teaching salary); and,
- Software development and/or purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homeless Information System (NHIS) initiative; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software. For example: purchasing alternative software that performs similar functions to the HIFIS software.

5.0 OTHER SOURCES OF FUNDING

5.1 The Sub-Agreement Holder agrees to declare to the City all source of funding for the activities under this Sub-Project.

5.2 The Sub-Agreement Holder agrees to inform the City promptly in writing of any change to the declaration made under section 5.1.

5.3 The Sub-Agreement Holder agrees that where there is a change to the declaration made in section 5.1, the City may, in its discretion, reduce the amount of its maximum contribution to the Sub-Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

5.4 If the amount of the City's contribution already paid to the Sub-Agreement Holder exceeds the reduced maximum contribution, as determined under section 5.3, the amount of the excess shall be deemed to be an amount to which the Sub-Agreement Holder is

not entitled and shall be repaid to the City in accordance with section 3.0 of this Schedule (Repayment Requirements).

5.5 Upon completion of the Sub-Project, and if the amount set out in section 1.1 is in excess of $100,000, the Sub-Agreement Holder agrees to provide the City with a statement identifying the total funding provided from all sources for the Sub-Project, including total funding received for the Sub-Project from federal, provincial/territorial and municipal governments.

6.0 SUB-PROJECT BUDGET

6.1 The following is the Sub-Project Budget for INSERT START AND END DATE

Cost Categories	Approved Budget (Reaching Home)	Comments
A. REVENUE AMOUNT		
B. EXPENSES		
B.1 Staff Salaries and Benefits		
B.2 Participant Expenses		
B.2 Subtotal Participant Expenses		
B.3 Operating Expenses		
B.3 Subtotal Operating Expenses		
C. Total Operating Expenses		
D. Admin (if applicable)		
E. TOTAL PROGRAM COSTS		

Budget notes:

Harmonized Sales Tax (HST) Only the non-rebated portion of HST is an eligible expense and can be claimed.

Staff Wages means any wages/salary paid by the Sub-Agreement Holder to, or on behalf of, any employee of the Sub-Agreement Holder working directly on the Sub-Project. Wages are broken down by position/role not person.

Total Mandatory Employment Related Costs and Benefits for all Positions: MERCS which refer to payments an employer is required by law to make in respect of its employees such as EI, and CPP/QPP premiums, workers compensation premiums, vacation pay, Employer Health Tax; and Benefits which refer to payments an employer is required to make in respect of its employees by virtue of company policy or a collective agreement. Examples of Benefits include contributions to a group pension plan or premiums towards a group insurance plan.

Total Staff costs are the total costs of staff wages, MERCs and Benefits for all positions.

Administration costs: are general administration–type costs, normally incurred by an organization to enable effective delivery of the program/Sub-Project. These include costs such as rent, phone/fax, postage/courier, office supplies, internet/website, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance and membership fees that are proportional to the Sub-Project. Administration cannot be more than 10% of the funding request.

Professional Fees include contracting for goods and services such as bookkeeping, janitorial services, information technology, equipment maintenance services, security, legal and accounting if contracted to specifically to support the audit costs and legal fees.

Travel includes travel costs as per your agency's practice and policies for staff. Travel costs must not exceed the guidelines of the Treasury Board of Canada: http://www.njc-cnm.gc.ca/directive/d10/v238/s658/en

Project/program costs are costs explicitly linked to the Sub-Project/programs activities, not including wages and MERCs, such as supplies and equipment to carry out an approved Sub-Project/program. Costs can include materials, supplies, Honoria, and participants' costs such as bus tickets.

7.0 BUDGET FLEXIBILITY

7.1 The Sub-Agreement Holder may, except in cases specified in section 7.2, make adjustments to its allocation of funds between any of the cost categories identified in the Sub-Project Budget without having to obtain the City's approval, provided the adjustments do not result in an increase in the City's maximum contribution set out in section 1.1. However, where the Sub-Agreement Holder makes an adjustment allowed by this section, it shall notify the City promptly in writing of the adjustment.

7.2 The Sub-Agreement Holder must obtain the City's written approval prior to making an adjustment to the Sub-Project Budget that increases or decreases the subtotal amount budgeted for:

(a) any cost category identified with an asterisk (*) by any amount; or

(b) any other cost category, by more than 10%.

7.3 Depending upon the extent and significance of the adjustments, written approval by the City of adjustments under section 7.2 may be required by the City to be documented by way of a formal amending agreement signed by both parties.

8.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

8.1 The expenditures set out in the Sub-Project Budget above are Eligible Expenditures for the purposes of this Agreement. The expenditures are subject to the following conditions:

(a) expenditures must, subject to section 7.2, be incurred during the Sub-Project Period;

(b) expenditures must, in the opinion of the City, be reasonable;

(c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;

(d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;

(e) the portion of the cost of any goods and services purchased by the Sub-Agreement Holder for which the Sub-Agreement Holder may claim a tax credit or reimbursement is not eligible for reimbursement;

(f) depreciation of capital assets is not eligible for reimbursement;

(g) fines and penalties are not eligible for reimbursement;

(h) the costs of alcoholic beverages are not eligible for reimbursement;

(i) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS); and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software are not eligible for reimbursement.

8.2 If, under the terms of this Agreement, the Sub-Agreement Holder is required to provide to the City an audited annual financial report at the end of the Sub-Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Sub-Project Period.

9.0 TERMS OF PAYMENT

9.1 Subject to section 8.2, the City will make payments of its contribution by way of progress payments. Each payment shall cover a monthly period (hereinafter referred to as the "Payment Period") during the Sub-Project Period.

9.2 (1) Subject to subsection (2), the City may, at any time and in its sole discretion,

(a) change the basis of payments of its contribution to the Sub-Agreement Holder to advance payments for any period during the Sub-Project Period, or

(b) change the Payment Period to a quarterly period, or

(c) change both (a) and (b).

(2) Where the City decides to make a payment change pursuant to subsection (1), the City shall notify the Sub-Agreement Holder in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

"progress payments" means payments to reimburse the Sub-Agreement Holder for Eligible Expenditures after they have been incurred,

"monthly period" means a calendar month that falls within the Sub-Project Period or, if the calendar month falls only partially within the Sub-Project Period, such portion thereof, and

"quarterly period", in relation to a series of consecutive three-month periods encompassing the Sub-Project Period and beginning on the first day of the calendar month determined by the City for purposes of administering this Agreement, means such a quarter that falls within the Sub-Project Period or, if the quarter falls only partially within the Sub-Project Period, such portion thereof.

9.3(1) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of advances,

(a) each advance shall cover the Sub-Agreement Holder's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of the City, is reliable and up-to-date; and

(b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Sub-Agreement Holder during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of progress payments, each progress payment shall cover the Sub-Agreement Holder's actual Eligible Expenditures incurred during the Payment Period as approved by the City following submission by the Sub-Agreement Holder of the financial claim for the Payment Period referred to in section 9.4.

9.4(1) Following the end of each Payment Period (monthly) of the Agreement, the Sub-Agreement Holder shall provide the City with a financial claim using a form provided by the City and signed/certified as true by an authorized official of the Sub-Agreement Holder containing:

(a) a summary breakdown, per cost category in the Sub-Project Budget, of Eligible Expenditures incurred during the Payment Period;

(b) an updated forecast of Sub-Project expenditures;

(c) an activity report and the statistical data report (see Schedule C) describing the work completed on the Sub-Project during the Payment Period; and

(d) all supporting documentation relative to the financial claim.

(2) The Sub-Agreement Holder shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, 15 days following the Payment Period.

b) if the Payment Period is quarterly, 15 days following the Payment Period.

(c) April 15th for the fiscal year immediately prior for fiscal reporting.

9.5 (1) The City may withhold any advance payment due to the Sub-Agreement Holder under this Agreement:

(a) if the Sub-Agreement Holder has failed to submit when due

(i) a financial claim under section 9.4; or
(ii) any other document required by the City under this Agreement; or

(b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

(2) The City may also withhold any progress payments due to the Sub-Agreement Holder under this Agreement:

(a) if the Sub-Agreement Holder has failed to submit when due any other document required by the City under this Agreement; or

(b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

9.6 The City may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Sub-Project Period pending:

(a) receipt and verification by the City of a final financial claim for the last Payment Period where advances have been made,

(b) receipt and acceptance by the City of the final report for the Sub-Project that the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, and

(c) receipt of any other Sub-Project-related record that may be required by the City.

10.0 ANNUAL FINANCIAL REPORTS

10.1 (1) At the end of each "Reporting Period" during the Sub-Project Period, the Sub-Agreement Holder shall provide to the City a financial report, **by APRIL 15TH for the fiscal year immediately prior,** containing:

(a) a statement setting out:

(i) the total amount received from the City under this Agreement during the Reporting Period;

(ii) the total revenue received from other sources for the Sub-Project during the Reporting Period, including cash and the value of in-kind contributions;

(iii) the total amount of GST/HST rebates and interest earned by the Sub-Agreement Holder during the Reporting Period on advances of the City's contribution if the amount of interest earned is in excess of one hundred dollars ($100); and,

(iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from the City's contribution under this Agreement, and

(b) an itemized statement setting out, by expenditure category as per the Sub-Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Sub-Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Sub-Agreement Holder to submit financial reports within the timeframe specified under subsection (1) may result in the City withholding payment of an advance or progress payment in accordance with subsections 9.5 (1) or (2) of this Schedule or withholding payment of any holdback retained by the City in accordance with section 9.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof.

10.2 Each financial report submitted to the City pursuant to section 10.1 shall be accompanied by such supporting documentation as may be requested by the City.

Audit Requirement

10.3 (1) Unless otherwise notified by the City in writing, the Sub-Agreement Holder shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 10. The Sub-Agreement Holder's letter of audit engagement shall include the requirements set out under section 10 of the Sub-Project Funding Agreement.

(2) If requested by the City to do so, the Sub-Agreement Holder shall allow representatives of the City to discuss any audited financial report referred to in this section with the Sub-Agreement Holder's auditors. The Sub-Agreement Holder shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of the City and provide any requested information to them in relation to the audit.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT
INSERT DATES HERE

SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF SUB-AGREEMENT HOLDER:
SUB-PROJECT TITLE:

1.0 WORK PLAN

1.1 For each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof, the Sub-Agreement Holder shall provide to the City for approval a "Work Plan" outlining the activities and timelines to be undertaken by the Sub-Agreement Holder in implementing the Sub-Project during the Fiscal Period or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by the City. A monthly activity progress report will be submitted to the City by the 15th of the month for the previous month

1.2 The Sub-Agreement Holder's approved Work Plan for the first Fiscal Year or part thereof of the Sub-Project Period is attached to and forms an integral part of Schedule A (Sub-Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to the City for approval no later than thirty (30) days prior to the beginning of each Fiscal Year to which it relates. A fiscal activity progress report will be submitted to the City by April 15th for the year immediately prior. This report highlights the activities that have taken place to achieve the goal(s) and outcomes for the prior year as well as the achievements/challenges that occurred as a result of Reaching Home funded activities

1.3 The City will notify the Sub-Agreement Holder of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Sub-Agreement Holder shall implement the Sub-Project in accordance with the approved Work Plans. The Sub-Agreement Holder shall not make any material change to an approved Work Plan without the written approval of the City.

2.0 DISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

2.1 Reserved

2.2 (1) The Sub-Agreement Holder must demonstrate to the City that it applies sound financial management practices and respects the highest level of integrity.

(2) Subject to subsection (3), a Sub-Project shall not be funded if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(3) The restriction in subsection (2) does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

2.3 Reserved
2.4 Reserved

Provision of Copies of Agreements and MOUs

2.5 Upon request, the Sub-Agreement Holder shall provide Canada with a copy of this Agreement.

Monitoring and Audit of Sub-Projects

2.6 The Sub-Agreement Holder understands that the City is required in its agreement with Canada to exercise due diligence in the administration of its agreements with Sub-Agreement Holders. Without limiting the generality of the foregoing, in exercising due diligence, the City is required to take appropriate measures for ensuring compliance by Sub-Agreement Holders with the terms and conditions of the agreement. The Sub-Agreement Holder agrees that the City may take the certain actions in furtherance of this, including:

(a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,

(b) undertaking periodic audits or inspections of financial records to verify that costs claimed by the Sub-Agreement Holder under the agreement were actually incurred and were in accordance with the agreement with them,

(c) furnishing the Sub-Agreement Holder with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,

(d) where there are breaches of the agreement, taking appropriate measures to resolve the situation, including termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and

(e) making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Sub-Agreement Holder authorizes the City to provide to Canada, upon Canada's request, a report of any monitoring review or audit of a Sub-Project undertaken by the City under section 2.6.

2.8 The Sub-Agreement Holder understands that the City is required by its agreement with Canada to cooperate with Canada in obtaining access to the Sub-Agreement Holder's financial records, and, if required by Canada, the City is required to take all necessary steps to enforce the City's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

3.0 REPORTING

3.1 Reserved

Results/Statistical Data Reporting

3.2 The Sub-Agreement Holder will report to the City on a monthly basis, by the 15th of the month for the prior month, a monthly report of all activities, the payments made to support those activities, and statistical data, under the terms of the Sub-Project agreement. Staff of the Sub-Agreement Holder will attend all training sessions related to reporting requirements. Revised reporting forms will be sent to Sub-Agreement Holder under separate cover.

The Agreement Holder, at the time of signing the original funding agreement, shall submit a report of the results it expects in respect of the Program (hereinafter referred to as "Expected Results/Statistical Data Report") no later than five days after the Sub-Project start date, including but not limited to:

(a) Demographics of the target population (age, gender, populations of interest, special needs):

(b) Number of individuals and families placed into permanent housing through a Housing First Approach:

(c) Number of individuals and families placed into more stable housing:

(d) Number of days to move Housing First Individuals and Families into permanent housing:

(e) Number of Housing First individuals and families who:

a. Remain housed at 3 months
b. Remain housed at 6 months
c. Remain housed at 12 months
d. Remain housed at 24 months
e. Moved again within this period
f. Successfully exited the Housing First program
g. Returned to homelessness
h. Had changes in income by income source
i. Had positive income transitions by type
j. Started an education program
k. Started a part-time education program
l. Started a full-time education program
m. Started employment
n. Had positive employment transitions by type
o. Started a job skills training program
p. Started volunteer work
q. Engaged in recreational or cultural programs or services

3.3 The Sub-Agreement Holder shall provide to the City, for each Fiscal Year by April 15th for the year immediately prior or part thereof of their Sub-Projects, a Fiscal Statistical Data Report detailing the actual results achieved during the reporting period in respect of the Expected Results/Statistical Data Report submitted to the City pursuant to section 3.2. Each Fiscal Statistical Data Report shall be submitted to the City no later than April 15th for the year immediately prior. Monthly statistical data will be provided to the City by the 15th of the month for the prior month. Reporting requirements may be altered during the course of this funding agreement by the City.

Any change to the funding amount, expected outcomes, activities or end date of a Sub-Project will require a revised Expected Results Report. If a revision to an Annual Results Report of a Sub-Project is required, then the applicable reporting phase must be selected and relevant section updated. Revised Results Reports, expected or annual, are due to Canada within fourteen (14) calendar days following the approved change.

4.0 RESERVED

5.0 ENVIRONMENTAL PROTECTION

5.1 The Sub-Agreement Holder shall:

(a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Sub-Project, if any, will remain minimal; and

(b) ensure that all environmental protection measures, standards and rules relating to the Sub-Projects established by competent authorities are respected.

6.0 OFFICIAL LANGUAGES

6.1 The Sub-Agreement Holder shall complete the French Language Services Report as per Schedule G, and shall:

(a) make Sub-Project-related documentation and announcements (for the public and prospective Sub-Project participants, if any) in both official languages where applicable;

(b) actively offer and provide in both official languages any Sub-Project-related services to be provided or made available to members of the public, where applicable;

(c) encourage members of both official languages communities, including official language minority communities, to participate in the Sub-Project and its activities; and,

(d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

7.0 FRAGRANCES AND SCENTED PRODUCTS IN THE WORKPLACE

7.1 The Sub-Agreement Holder will not apply or wear fragrances or scented products in any City of London facility and agrees to comply with the City of London Scent Free Policy, included at the end of this Schedule C, including notifying staff/volunteers who may visit any City of London facility.

City of London – Citi Plaza is a Scent Free Environment!

Policy

On the recommendation of the Joint Health and Safety Committee and in response to the health concerns arising from exposure to scented products, Citi Plaza will continue to maintain a Scent-Free Environment policy for all employees, to minimize exposure to scented products which may affect individuals who have sensitivities or allergic reactions to chemicals in scented products.

The use of the following scented products will not be allowed within the building at any time: perfumes, colognes, scented: lotions, hairsprays, antiperspirants, creams, sanitizers, soaps and air fresheners. Unscented product lines are available for antiperspirants, hairsprays, moisturizing lotions and creams, as well as many other personal care products.

Signs will be posted at the entrances of our City of London - Citi Plaza offices effective March 27, 2017 (previously, effective June 1, 2009, at Market Tower). Staff are encouraged to communicate the policy to clients and visitors.

Fragrance Free or Unscented - means that there have been no fragrances added to the cosmetic product, or that a masking agent has been added in order to hide the scents from the other ingredients in the cosmetic.

Applicability

All City of London staff who work at Citi Plaza.

Implementation

The City of London staff in Citi Plaza will endeavor to make Citi Plaza scent-free. In order to meet this obligation we will:

1. Advise all staff and visitors entering the facility to avoid scented products.
2. Post signage throughout Citi Plaza that alerts staff and visitors of our scent-free environment.
3. Educate staff about the health effects of scented products and the Citi Plaza policy. This will occur through departmental/divisional/team meetings. For new staff, review of this policy will be a component of orientation.
4. Develop processes to manage specific departmental issues (use existing guideline).
5. It is the expectation that management enforce this policy as necessary. Staff are expected to comply. Once the education/orientation sessions have occurred, staff that operate in contradiction of this policy will be asked not to wear the product or to wash it off.

Review

This policy will be reviewed annually by the Joint Health and Safety Committee in Market Tower.

Revised 20.3.2017

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

SCHEDULE D

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

LEGAL NAME OF SUB-AGREEMENT HOLDER:
SUB-PROJECT TITLE:

The Sub-Agreement Holder shall furnish the City with evidence of Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in Article 18 of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

London
CANADA

Certificate of Insurance - Standard

This is to certify that the Insured named below is insured as described:

*** **This form must be completed and signed by your insurer or insurance broker.*****
Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured	E-mail address	
Insured's address (street name, city, province and postal code)	Telephone number	Fax number

Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability					Occurrence $ / Aggregate $
☐ Umbrella ☐ Excess					Occurrence $ / Aggregate $
Other *(Explain.)*					Occurrence $ / Aggregate $

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability: ☐ NO or ☐ YES. . . *(Limit)* $_____

Liquor Liability: ☐ NO or ☐ YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of London
Attention: Risk Management Division
Office location: **520 Wellington Street, Unit 1**
Mailing address: **P O Box 5035**
London, ON N6A 4L9
Fax: **519 661-4631**
E-mail: **certificates@london.ca**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability $

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (**Please print.**)	E-mail address	
Signature of authorized representative or official		Date *(YYYY-MM-DD)*

Form no. 0788 (rev.2016.09) www.london.ca

SIGNATURES		
_____ SUB-AGREEMENT HOLDER _____ DATE	_____ SUB-AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE

SCHEDULE E

UNDERTAKING USE OF THE CITY OF LONDON TREE LOGO

Undertaking Use of the City of London Tree Logo

TO THE CORPORATION OF THE CITY OF LONDON

_____

(INSERT NAME OF INDIVIDUAL, ORGANIZATION, COMPANY)
(herein referred to as the "party")

_____ _____

(INSERT FULL MAILING ADDRESS) (INSERT PHONE NUMBER)

_____

(INSERT EMAIL ADDRESS WHERE LOGO IS TO BE MAILED)

London
CANADA

Terms and conditions

The Corporation of the City of London (herein referred to as the "Corporation") hereby grants to the party identified below a non-exclusive, non-transferable licence and permission to use and display the City of London Tree Logo (herein referred to as the "logo") subject to the party adhering to the following terms and conditions:

1. The party to this undertaking shall use and display the logo only in the form and in accordance with the specifications shown on, and for the purpose set out on Schedule "A" to this undertaking.

2. The party to this undertaking shall at all times use his/hers/its best efforts to preserve the distinctiveness, value and validity of the logo and without restricting the generality of the foregoing, shall not, without the Corporation's consent,

   a) make any alteration to the logo;
   b) use or adapt the logo as part of another graphic symbol or mark;
   c) use the logo in proximity to or in conjunction with another graphic symbol or mark;
   d) use the logo for any commercial purpose whatsoever; or
   e) use the logo for any purpose other than as described on Schedule "A" to this undertaking.

3. If the Corporation so requests, the party to this undertaking shall in his/hers/its use and display of the logo include a notice or other indication to the effect that the logo is the property of and is used by the party under authorization from the Corporation.

4. During the term of this undertaking, the party to the undertaking shall not grant permission to any other person to use the logo.

5. The party to this undertaking shall during the term hereof make available to the Corporation, without expense to the Corporation, samples of any type of product or service material on or in which the logo is used or displayed.

6. It is hereby acknowledged by the party to this undertaking that the Corporation assumes no liability in respect of the party's use of the logo and in that regard the party to this undertaking hereby agrees to save the Corporation harmless.

7. The permission granted by this undertaking shall be for a period of two (2) years from the date hereof, or for the period of use described in Schedule "A" to this undertaking, whichever is shorter.

8. This undertaking shall terminate immediately upon an event of default specified in paragraphs 1, 2, 3, 4, 5, 6 or 7 of this undertaking where no remedy of such an event of default is completed by the party to the undertaking by such time as is specified in writing by the Clerk of the Corporation to the party to the undertaking.

I hereby accept all of the conditions with respect to the use of the logo that are set out in paragraphs 1 to 8, inclusive, of this undertaking.

Dated at London, Ontario this _____ day of _____, 20____.

_____
(INSERT TITLE, IF APPLICABLE)

_____
(NAME, TITLE, Approving on behalf of the City of London)

Undertaking Use of the City of London Logo: Schedule A

Both the City of London tree logo and the components contained within the logo are registered trademarks and should not be used by third party organizations without the written permission of the City's Corporate Communications Division.

Please check the applicable answer to the following questions, providing details where indicated

1. Criteria for supplying logo.
The City will only provide its corporate logo in the event you meet one of the following criteria. Please check the option(s) that applies.

___ You are a department, division, board, commission, task force or committee of the Corporation of the City of London.

___ Your organization/ program/ event currently receives monetary support from the Corporation of the City of London.

___ Your organization/ program/ event currently receives in kind support from the Corporation of the City of London.

Unfortunately, if you do not qualify within one of these categories, we are unable to grant you permission to use the corporate trademarked logo or any of the logo's trademarked individual components (fonts, tree icon, etc).

2. City of London Staff Sponsor.
The staff sponsor is a person, currently employed by the corporation, that can confirm you fall within the criteria outlined in section one.

Name: _____
Job Title: _____
Department: _____

3. This application for permission to use the City's logo is with respect to:

- Print marketing/promotional material and/or informational or educational literature.
  Please briefly describe the purpose of your communication and the form it will take. For example, advertising in a newspaper, magazine, newsletter; event invitation or program; brochure or leaflet; poster; direct mail piece, etc.

  _____

  _____

- Electronic publication, for example, a Web site, on-line newsletter or video. Please briefly describe.

  _____

- Other, for example, clothing, pennants, coffee mugs, balloons, etc. Please briefly describe.

  _____

4. **The date/expected period of use of the logo is:** _____

5. **The intended reproduction of the logo is in:** _____

- Colour (silver and green: using as applicable, Pantone: Matte stock Green 3308U and Metallic Silver 877U; Gloss stock Green 3308C and Metallic Silver 877U; CYMK Matte and Gloss Stock: Green Cyan 100, Magenta 0, Yellow 60, Black 70: Gray: Cyan 0, Magenta 0, Yellow 0, Black 25.
- Black only
- White only (reversed in a dark background colour)

6. **The City of London is connected with this program, event, activity:**

- as a primary sponsor/participant
- through funding support such as Cultural/Arts grants

7. **A mock-up/sample layout of the intended logo application is attached.**

☐ Yes ☐ No

SIGNATURES		
_____ SUB-AGREEMENT HOLDER _____ DATE	_____ SUB-AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE

SCHEDULE F
-IF APPLICABLE-

WORKER'S COMPENSATION DECLARATION

February 29, 2000

WORKERS' COMPENSATION DECLARATION - CORPORATION TAX ACT **WD-1**

CANADA)
)
PROVINCE OF ONTARIO)
)
COUNTY OF MIDDLESEX)
)
TO WIT:)
)
)
)
)
)

IN THE MATTER OF the annexed Agreement made between

and THE CORPORATION OF THE CITY OF LONDON dated the ____ day of _____20___ , in respect of

I, _____ of _____ in the County of _____,
(name) *(city, town)* *(county)*
do solemnly declare as follows:

1. That I am _____ and as such
(title, position)

have knowledge of the matters hereinafter declared to.

2. That _____ paid all assessments or compensation payable to the
(contractor)

Workplace Safety and Insurance Board.

3. That _____ paid all taxes and/or penalties imposed on it by The Corporation
(contractor)

Tax Act of the Province of Ontario.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of _____,
in the County of _____, this
_____ day of _____, 20_____.

_____
(name, position)

A COMMISSIONER, ETC.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

SCHEDULE G

FRENCH LANGUAGE SERVICES

FRENCH LANGUAGES SERVICES REPORT

Please complete and submit this report at the time of signing the Agreement.

Sub-Agreement Holder:
_____

Sub-Agreement Holder Address:
_____

Sub-Agreement Holder Contact:

Name:

Number:

Email:

This report is to confirm that as of _____, the _____ (Sub-Agreement Holder name) will be providing services under the City of London Sub-Project Funding Agreement and has an office in an area designated under the *French Language Services Act* ("FLSA").

The _____(Sub-Agreement Holder name) confirms that as of ___ it will be:

a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.

b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the funding under this Agreement.

I declare that the above information is true and complete.

_____
Sub-Agreement Holder Signature

Name:
Title:

I have the authority to bind the _____
(Sub-Agreement Holder name)

Dated at _____(Sub-Agreement Holder name) this ____ day of _____,_____.

As a Sub-Agreement Holder that will be receiving funding under the City of London Sub-Project Funding Agreement and having locations located in or serving an area

designated under the *French Language Services Act*, please complete the section below.

Sub-Agreement Holder Name: _____

Name of Designated Area(s): _____

Description of Funded Activity

Please select all items that apply to the funded activities you will be providing under the City of London Sub-Project Funding Agreement in a location that is located in or services a designated area.

- ☐ Signage and visibility of available services in French
- ☐ Over-the-counter services are available in French
- ☐ Written correspondence and telephone service are available in French
- ☐ Translation of written material produced for public use is available in French
- ☐ Other (please specify)

Please list any services or locations in designated areas where these French language services will not be provided. Please explain.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

Bill No. 145
2019

By-law No. A.-_____-___

A by-law to approve the Agreement between The Corporation of the City of London and Middlesex-London Health Unit for distribution of naloxone kits for use by firefighters in providing first aid services.

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

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

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

1. The agreement to be entered into between The Corporation of the City of London and Middlesex-London Health Unit regarding distribution of naloxone kits for use by firefighters in providing first aid services, attached as Schedule A to this By-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved in paragraph 1 above.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 9, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 9, 2019
Second reading – April 9, 2019
Third reading – April 9, 2019

Schedule A

Community Collaboration Agreement
For Naloxone Kit Distribution

BETWEEN

MIDDLESEX-LONDON HEALTH UNIT ("MLHU")

-And-

THE CORPORATION OF THE CITY OF LONDON ("London Fire Department" or "LFD")

Collaboration
This AGREEMENT ("Agreement"), dated April 9, 2019 between MLHU and LFD is an official agreement between the two parties. This document describes the agreed-upon responsibilities and expectations between MLHU and LFD for the distribution of Naloxone Kits. The purpose of the collaboration is for MLHU to provide Naloxone Kits to LFD: (a) for use on the public when responding to medical emergencies with potential opioid overdose, and (b) for use on another member of London Fire Department in case of accidental exposure to opioids.

Policy Guidelines
Middlesex-London Health Unit and London Fire Department agree that the use of Naloxone Kits will be implemented in a manner that is consistent with LFD current Policies and Procedures

Definitions
In this Agreement, the following terms have the following definitions
"**Agreement**" means this Agreement and all Appendices together with all amendments made by written agreement between MLHU and LFD;

"**Naloxone Kit**" means a Kit with 2 doses of nasal Naloxone, gloves, client identification card, product monograph, 5 Steps to Respond to an Opioid Overdose, and Health Canada Supplementary Information.

"**Client**" means a member of the public receiving services from MLHU or LFD;

"**Manager of the Program**" means the Sexual Health Manager or, such other individual as MLHU may determine from time to time;

"**Ministry**" means the Ontario Ministry of Health and Long-Term Care;

"**Policies and Procedures**" means the policies and procedures for Naloxone Kit use established by LFD.

Communication Path
Executive Directors or senior management of MLHU and LFD will communicate about matters of concern that cannot be resolved at other levels within the collaboration.

The parties commit to maintain confidentiality based on Personal Health Information Protection Act (PHIPA), in addition to the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), where applicable. Both agencies will adhere to PHIPA/PIPEDA/MFIPPA standards, where applicable.

Operational Dispute Resolution
Operational disputes between the parties will be addressed at the Management level for resolution.
Issues that cannot be resolved at this level will be brought to each respective Executive Directors or senior management for resolution.

Insurance
Neither party shall rely upon the other for fire, liability, and/or other insurance coverage during the term of this agreement. Both parties shall, without in any way limiting their liability, secure, maintain and keep in full force and effect:
Comprehensive General Liability Insurance: both parties shall carry insurance in an amount of not less than five million dollars ($5,000,000) per occurrence, against damages arising from property damage and personal injury (including death), which might arise directly or indirectly out of their operations, their staff, agents, employees, personnel, or those for whom they are responsible, in carrying out its obligations under this Agreement;
Such policies, acceptable to the other party acting reasonably, shall be issued by an insurance company licensed to conduct business in the Province of Ontario and shall remain in full force and effect for the Term of this Agreement or any extension thereof.

Succession and Assignment
This Agreement is binding upon the parties and their respective successors and permitted assigns.
No party hereto may assign any of its interest in this agreement without the prior written consent of the other parties.

Amendments to the Agreement
This agreement is subject to change at any time by the mutual consent of the parties concerned.

RESPONSIBILITIES AND EXPECTATIONS
For this collaboration Middlesex-London Health Unit serves as the “lead” organization. As the lead organization, Middlesex-London Health Unit is responsible for the following:

- Manage all of the reporting requirements to the Ontario Ministry of Health and Long Term Care
- Provide reports to LFD relevant to their program
- Will submit Naloxone Kit (pre-assembled) orders to the Ontario Government Pharmaceutical and Medical Supply Service (OGPMSS), manage inventory
- Arrange delivery of the Kits to LFD.
- Provide any updates about the Naloxone program.
- Bring any issues, concerns, questions, problems, or complaints forward in a timely manner and seeking to resolve those amicably and with the best interests of the clients and staff in mind.
- Present the agreement in a positive light to external stakeholders

Under this Agreement, LFD agrees to:

- Developing and/or adopting policies and procedures for its members, including how Naloxone Kits would be carried, stored and deployed.
- Arranging training and education for officers and firefighters that will have access to Naloxone Kits.
- Completing a MOHLTC form to confirm enrollment and the number of Naloxone Kits being ordered.
- Consulting with their own experts about the use of Naloxone, also potentially to help LFD members in case of exposure to opioids.
- Consulting with their municipal council as appropriate
- Submit a single order to MLHU (see Appendices). MLHU will provide Naloxone Kits to LFD based on that order.

- Complete forms (see Appendix 1) when training, providing Naloxone Kits, or when Naloxone is administered or received. Faxing the forms to MLHU secure fax at 519-663-8273.
- Provide Manager of Sexual Health with quarterly stats Jan 15th, April 15th, July 15th and Oct 15th (see Appendix 2).
- Bring any issues, concerns, questions, problems, or complaints forward to MLHU in a timely manner and seeking to resolve those amicably and with the best interests of the parties.
- Present the agreement in a positive light to external stakeholders

Term of the Agreement

(1) The term of this Agreement shall be from March 5th, 2019 to March 4th, 2020, subject to paragraphs (2) and (3) below.
(2) This agreement will be automatically renewed on an annual basis.
(3) This agreement may be terminated by either Party with no less than 90 days' notice.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

No Agency or Collaboration. It is understood and agreed that in giving effect to this Agreement, no party shall be or be deemed an agent or partner of the other for any purpose and that their relationship to each other shall be that of independent parties in a contractual relationship. Nothing in this agreement shall constitute a collaboration or joint venture between the parties.

Indemnification of Health Unit & Ministry. LFD shall indemnify and save harmless the MLHU and the Ministry, its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person, or damage to or loss of property, or breach of patent or infringement of any intellectual property arising from any willful or negligent act, omission or delay on the part of the LFD or anyone from LFD responsible at law.

Notice. Any notice required to be given under this agreement shall be in writing and shall be sufficiently given if delivered personally or if mailed (other than during any disruption of postal services) be registered mail, postage prepaid and addressed to the relevant party as follows:

TO:

Corporation of the City of London
300 Dufferin Ave
PO BOX 5035
London ON N6A 4L9
Attention: City Clerk

AND TO:

Middlesex-London Health Unit
50 King Street
London ON N6A 5L7
Attention: Medical Officer of Health

Any such notice, if delivered, shall be effective when delivered and if mailed (other than during any disruption of postal services), shall be effective on the second business day after the date of mailing.

Appendix 1 Naloxone Forms
Appendix 2 Quarterly Report

IN WITNESS WHEREOF this agreement has been duly executed by the parties.

SIGNED, SEALED and DELIVERED
In the presence of

The Board of Health of the Middlesex-London Health Unit

Per: Dr. Christopher Mackie, MD, CCFP, MHSc, FRCPC, Medical Officer of Health
I have authority to bind the Board.

Corporation of the City of London

Per: Ed Holder
I have authority to bind the Corporation.

Per: Catherine Saunders
I have authority to bind the Corporation.

APPENDIX 1
Ministry of Health and Long-Term Care
Supplemental Order Form: Naloxone for Police and Fire Services

Police and fire services in Ontario are eligible to receive Naloxone to prevent overdoses, and potentially to help police and firefighters in case of exposure to opioids. The eligibility criteria are:

Police Services	
Eligible	**Ineligible**
• Municipal police officers • Ontario Provincial Police (OPP) officers • First Nations police constables	• RCMP • Special Constables, Auxiliaries, Civilians
Note: Police services are eligible to receive Naloxone to provide access to police officers or First Nations constables who may reasonably encounter a situation where a person has overdosed and may require Naloxone, and potentially to help police and firefighters in case of exposure to opioids.	
Fire Services	
Eligible	**Ineligible**
• Municipal fire services • First Nations fire services • Northern Fire Protection Program	
Note: Fire services are eligible to receive two Naloxone Kits for each of their vehicles (apparatus) for use in their role as first responders, and potentially to help police and firefighters in case of exposure to opioids.	

1.	Name of police or fire service: LONDON FIRE DEPARTMENT
2.	Address (including postal code) of police or fire service: 400 HORTON ST E LONDON ON N6B 1L7
3.	Name and contact information (phone number and e-mail) of organizational lead for Naloxone distribution: CHIEF LORI HAMER
4.	Size of police or fire service (# of police officers or # of fire vehicles): 355 Fire Suppression; 30 Fire Suppression fleet
5.	How many Naloxone Kits is your service requesting? For police services, please list the duty assignments (e.g., general patrol, drug squad, specialized teams, etc.) that will carry Naloxone, and the estimated number of Kits per duty assignment:
2 per vehicle + 2 per vehicle to hold in stock Total of 120 Kits	

By confirming the statements below, the __London __fire service confirms:
☐ it has a signed agreement with the local Public Health Unit for the provision of Naloxone.
☐ the service has appropriate authorization, training, and handling and storage protocols in place to properly use and store Naloxone.

Print Name: LORI HAMER

Print Position: FIRE CHIEF

_____ _____
Signature Date

Your reporting form may be submitted electronically (preferred) to: Lisa.Brogno@mlhu.on.ca
Should you not be able to submit electronically, you may submit via fax at: 519-663-8273.

APPENDIX 2

Ministry of Health and Long-Term Care **Ontario Naloxone Program**					
Police and Fire Services **Quarterly Reporting Form to** the Middlesex-London Health Unit					
Org. Name:	LONDON FIRE DEPARTMENT			**Quarter: (see below)**	
Contact:		**Email:**		**Tel:**	

Key outcomes for the quarter:

Output	**Number**	
Number of individuals (who are not a member of a police and/or fire service) who were administered Naloxone by your organization. Please specify the number of doses each individual received. E.g.: 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses Individual(s) / Dose(s): 10 / 1; 8 / 2	Individual(s)	Dose(s)
Number of police and/or fire service members who were administered Naloxone by your organization. Please specify the number of doses each individual received. E.g.: 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses Individual(s) / Dose(s): 10 / 1; 8 / 2	Individual(s)	Dose(s)
Number of times paramedics came to the scene when a member of your organization administered Naloxone.		

Please provide any additional information you feel is pertinent to the Middlesex-London Health Unit and Ministry of Health and Long-Term Care, including information about drug trends in your community:

Due Dates

Q1 (January – March)	***Q2 (April – June)***	***Q3 (July – September)***	***Q4 (October – December)***
April 15	**July 15**	**October 15**	**January 15**

Your reporting form may be submitted electronically (preferred) to: Lisa Brogno at Lisa.Brogno@mlhu.on.ca
Should you not be able to submit electronically, you may submit via fax at: 519-663-8273

Bill No. 146
2019

By-law No. A.-_____-___

A by-law to authorize an Agreement among The Corporation of the City of London, London Health Sciences Centre, St. Joe's Health Care, London, and Reforest London, and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement with London Health Sciences Centre, St. Joe's Health Care, London, and Reforest London (the "Agreement");

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

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

1. The Agreement attached as Schedule "A" to this By-law, being an Agreement among the City, London and London Health Sciences Centre, St. Joe's Health Care, London, and Reforest London is hereby AUTHORIZED AND APPROVED.

2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 9, 2019
Second reading – April 9, 2019
Third reading – April 9, 2019

SCHEDULE "A"

AMENDED AND RESTATED JOINT USE AND MAINTENANCE AGREEMENT

This Agreement is dated _____, 2019, among:

THE CORPORATION OF THE CITY LONDON,
(hereinafter called the "**City**")

and

LONDON HEALTH SCIENCES CENTRE,
(hereinafter called "**LHSC**")

and

ST. JOSEPH'S HEALTH CARE, LONDON,
(hereinafter called "**SJHC**")

and

REFOREST LONDON,
(hereinafter called "**RFL**")

RECITALS

A. The City, LHSC and SJHC entered into a Three Party Joint Use and Maintenance Agreement dated August 23, 2004 (the "**Prior Agreement**").

B. LHSC has agreed to transfer a portion of the LHSC Lands to RFL.

C. Western Counties Road and the Shared Services are intended to be for the mutual use and benefit of the owners from time to time of the City Lands, the LHSC Lands, the SJHC Lands and the RFL Lands and their respective successors, assigns, employees, agents, tenants, guests and invitees.

D. This Agreement is entered into to amend and restate the Prior Agreement and to define the mutual rights of use and obligations related to Western Counties Road and the Shared Easements.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions

In this Agreement:

(a) "**Access Reference Plan**" means the Reference Plan of record deposited in the Land Titles Office for the Land Titles Division of Middlesex (No. 33) as Plan 33R-15906 depicting the location of Western Counties Road;

(b) "**Agreement**" means this Amended and Restated Joint Use and Maintenance Agreement and the Schedules attached to this Agreement, all as may be supplemented, amended or restated from time to time, in accordance with the terms of this Agreement;

(c) "**City Lands**" mean Block 1 as shown on the Subdivision Plan as more particularly described in Schedule A hereto;

(d) "**Creditor Party**" means a Property Owner that is owed money as defined in Section 5.1 hereof;

(e) "**Defaulting Party**" means a Property Owner that has defaulted in the payment of money as defined in Section 5.1 hereof;

(f) "**Gas Easements**" mean, in the case of SJHC, the easement granted or to be granted by LHSC to SJHC over the LHSC Lands and in the case of RFL the easement granted or to be granted by LHSC to RFL over the LHSC Lands in each case for the purpose of supplying natural gas to the lands of the respective Property Owners, which shall be registered on title to the respective Property Owners as blanket easements;

(g) "**Hydro Easements**" mean, in the case of RFL the easement granted or to be granted by LHSC and the City to RFL and in the case of the LHSC, the easements reserved or to be reserved by LHSC over the RFL Lands in each case for the purpose of supplying hydro-electricity to the RFL Lands and the LHSC Lands, which shall be registered on title to the respective Property Owners as blanket easements;

(h) "**Interest Rate**" means the Prime Rate plus two percent (2%) per annum;

(i) "**LHSC Lands**" means Part of Lot 23, Concession 1 Designated As Part 7, Plan 33R-12868 and Blocks 3 and 5 as shown on the Subdivision Plan as more particularly described in Schedule A hereto;

(j) "**Prime Rate**" means the rate of interest per annum established and reported by the Canadian Imperial Bank of Commerce, from time to time, as a reference rate of interest that the Canadian Imperial Bank of Commerce charges to its preferred commercial customers for Canadian dollar loans made by it in Canada;

(k) "**Property Owners**" mean collectively or individually as the context requires or permits, the City, LHSC, SJHC and RFL and their respective successors and permitted assigns;

(l) "**Proportionate Share**" means the proportion of the cost of maintaining, operating, repairing and replacing Western Counties Road and the Shared Easements as allocated to the Property Owners in accordance with Section 5.2 of this Agreement, as amended from time to time in accordance herewith;

(m) "**Sewer Easements**" mean in the case of RFL the easements granted or to be granted by the City, LHSC and SJHC in favour of RFL over the City Lands, the LHSC Lands and the SJHC Lands, in each case for the purpose of providing a sanitary and storm sewers which service the lands of RFL, which shall be registered on title to the respective Property Owners as blanket easements;

(n) "**Services Expenses**" mean the cost to maintain, operate, repair or replace the Sewer Easements, the Water Easements, the Hydro Easements, the Gas Easements and the Telecommunications Easements but excluding any upgrades to such easements required by a particular Property Owner and excluding where this Agreement provides that a particular service is to be maintained by a particular Property Owner, which shall be registered on title to the respective Property Owners as blanket easements;

(o) "**Shared Easements**" mean collectively, the Gas Easements, Hydro Easements, Sewer Easements, Telecommunications Easements and the Water Easements except as otherwise specifically provided in this Agreement;

(p) "**SJHC Lands**" means Blocks 4 and 9 as shown on the Subdivision Plan as more particularly described in Schedule A hereto;

(q) "**Subdivision Plan**" means Registered Plan No. 33M-501;

(r) "**Telecommunications Easements**" mean, in the case of the City, the easements granted or to be granted by LHSC in favour of the City over the LHSC Lands; in the case of SJHC, the easements granted or to be granted by LHSC in favour of SJHC over the LHSC Lands and in the case of RFL the easements granted or to be granted by LHSC and the City in favour of RFL over the LHSC Lands and the City Lands, respectively, in each case for the purpose of supplying lines of telecommunications to the lands of the respective Property Owners, which shall be registered on title to the respective Property Owners as blanket easements;

(s) "**RFL Lands**" mean Parts 1 on Plan 33R-_____ as more particularly described in Schedule A hereto;

(t) "**Water Easements**" mean, in the case of the City, the easements granted or to be granted by LHSC in favour of the City over the LHSC Lands; in the case of SJHC, the easements granted or to be granted by LHSC in favour of SJHC over the LHSC Lands and in the case of RFL the easements granted or to be granted by LHSC in favour of RFL over the LHSC Lands, in each case for the purpose of supplying water to the lands of the respective Property Owners, which shall be registered on title to the respective Property Owners as blanket easements;

(u) "**WCR Expense**" means cost to maintain, operate, repair or replace Western Counties Road, including without limiting the generality of the foregoing, charges for the supply of snowplowing and grass cutting.

(v) "**Western Counties Road**" means the private road situated upon Parts 1, 2, 3 and 4 on the Access Reference Plan;

Section 1.2 Interpretation

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. The division of this Agreement into separate Articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The schedules, if any, attached to this Agreement are deemed to form a part of this Agreement.

Section 1.3 Severability

If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 1.4 Governing law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the Province of Ontario. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

Section 1.5 No Partnership

This Agreement does not and shall not be construed to create any partnership or agency or joint venture between the Property Owners whatsoever.

Section 1.6 Prior Agreement

The City, LHSC and SJHC each agree that this Agreement shall replace in total the provisions of the Prior Agreement and to the extent that a party to the Prior Agreement has a claim against another party or parties to the Prior Agreement that claim may be asserted against that party or parties under the terms of this Agreement.

ARTICLE 2 – EASEMENTS AND RIGHTS OF WAY

Section 2.1 Easement over Western Counties Road

LHSC gives and grants to the City, SJHC and RFL a blanket easement and right of way in perpetuity over the LHSC Lands for vehicles and persons for the purpose of ingress and egress to and from the City Lands, the SJHC Lands and the RFL Lands, respectively such easement and right of way to be exercised over the surfaced roadway known as Western Counties Road. LHSC, the City, SJHC and RFL shall each be entitled to the use of Western Counties Road in accordance with the provisions of this Agreement. Western Counties Road shall be maintained in its present location and configuration unless altered by agreement of the Property Owners.

Section 2.2 Easement over RFL Lands

RFL gives and grants to the City a blanket easement and right of way in perpetuity over the RFL Lands for vehicles and persons for the purpose of ingress and egress to and from the City Lands such easement to be exercised over the existing surfaced roadway from Western Counties Road over the RFL Lands in a southwesterly direction to the City Lands described as Parts ____ on Reference Plan 33R-____. Such roadway shall be maintained in its present location and configuration unless altered by agreement between the City and RFL.

Section 2.3 Walkway Easement over SJHC Lands

SJHC gives an grants to the City and easement and right of way in perpetuity over the SJHC Lands for the purpose of creating and maintaining a walkway from the City Lands over the SJHC Lands to Wellington Road at the sole cost and expense of the City and to be located so as not to interfere with the operations of SJHC on the SJHC Lands.

Section 2.4 Municipal Water Servicing Easement

(a) LHSC grants, conveys and transfers in perpetuity to the City the full, free and uninterrupted right, liberty, privilege and easement to construct, reconstruct, repair, clean, maintain, inspect and use an easement, right of way, and right in the nature of an easement and licence to access maintain, use, operate, repair, replace and inspect the existing watermain located within Parts 1 and 2 on Reference Plan 33R-_____ (the "**Municipal Watermain Easement**").

(b) For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LHSC hereby grants, conveys and transfers to the City all of the right, title and interest of LHSC in and to the watermain lying with the Municipal Watermain Easement. Notwithstanding anything in this Agreement to the contrary, the City hereby assumes all responsibility for the upkeep and maintenance of the watermain within the Municipal Watermain Easement.

Section 2.5 Easement for Access to and Use of Shared Easements

Each Property Owner grants, conveys and transfers in perpetuity to each other Property Owner, to the extent applicable, the full, free and uninterrupted right, liberty, privilege and easement to construct, reconstruct, repair, clean, maintain, inspect and use an easement, right of way, and right in the nature of an easement and license to access, maintain, use, operate, repair, replace and inspect all of the Shared Easements which are located on, in, under, over, along, across or through any part of that Property Owner's lands and which serve and benefit in whole or in part the other Property Owners together with the full right, liberty, privilege and easement to each of the other Property Owners, respectively and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the LHSC Lands, City Lands, SJHC Lands or the RFL Lands, as the case may be, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon any adjoining lands in order to obtain access to and from the Shared Easements. The Shared Easements shall be maintained in their present location and configuration unless altered by agreement of the Property Owners. No right granted by this Section 2.5 shall be construed or interpreted to grant or provide for a right of access to any lands for any purpose to be exercised by or enjoyed by, the public.

Section 2.6 Transfer of Private Watermain

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LHSC hereby grants, conveys and transfers to RFL all of the right, title and interest of LHSC in and to the existing private watermain (including the chamber between Harmony Road and Commissioners Road) (the "**Private Watermain**") lying within the LHSC Lands from the Municipal Watermain Easement to the RFL Lands together with the full, free and uninterrupted right, liberty, privilege and easement to construct, reconstruct, repair, clean, maintain, inspect and use an easement, right of way and right in the nature of an easement and licence to access, maintain, use, operate, repair, replace and inspect the Private Watermain which is located on, in, under, over, along, across or through any part of the LHSC Lands and which serves and benefits in whole or in part the RFL Lands. Notwithstanding anything in this Agreement to the contrary, RFL hereby assumes all responsibility for the maintenance and upkeep of the Private Watermain.

Section 2.7 No Interference

It shall be lawful for the City, SJHC and RFL to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the LHSC Lands or to the owners and occupiers thereof from time to time, and the City, SJHC and RFL shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

Section 2.8 Restoration of LHSC Lands

The City, SJHC and RFL covenant and agree with LHSC that in the exercise of the rights herein granted to the City and SJHC they will restore the LHSC Lands, to a condition approximately the condition which existed immediately prior to each and every entry upon the LHSC Lands, excluding the replacement of brush and trees.

Section 2.9 No Buildings to be Constructed on Western Counties Road or the Shared Easements

LHSC agrees to keep Western Counties Road and the Shared Easements clear of all buildings, trees or other structure so as to allow unobstructed use of the easement. The City, SJHC and RFL covenant and agree that no buildings or other structure shall be erected on or over the LHSC Lands forming part of Western Counties Road or the Shared Easements without the written consent of LHSC.

Section 2.10 Planning Act

The provisions of Article 2 are subject to compliance with the subdivision control provisions of the Planning Act (Ontario), as amended from time to time. Compliance with the subdivision control provisions of the Planning Act (Ontario) shall be the obligation of the grantee of the easement to obtain; provided that the cost thereof shall be a Services Expense.

ARTICLE 3 – STANDARDS OF OPERATION AND MAINTENANCE

Section 3.1 Standards of Operation and Maintenance – Western Counties Road

Each of the Property Owners acknowledge and agree that Western Counties Road is a private road that does not and is not intended to conform to the standard or specifications of a public road. Unless otherwise agreed to the contrary by the parties hereto, Western Counties Road is and will be maintained to the standard and specifications of a park road. Each party agrees to maintain at their own expense grass cutting of that part of Western Counties Road which abuts the property owned by such Property Owner.

Section 3.2 Standards of Operation and Maintenance – Shared Easements

All repair, restoration and reconstruction of the Shared Easements shall be effected and performed to the standard existing at the date of this Agreement. To the extent that repairs or replacements which exceed that standard become necessary, the provisions of Section 3.4 shall apply save and except when Section 4.4 is applicable. Except as otherwise agreed by the Parties from time to time, all maintenance, operation, repair or replacement which would result in a WCR Expense or a Service Expense shall, in each case, be effected and performed in accordance with Article 3 by the Party or Parties who are as set out in Section 4.2 responsible for the payment of such expense; and the Parties covenant with each other to effect and perform such maintenance, operation, repair and replacement as required from time to time.

Section 3.3 Performance of Work

(a) All work in connection with the operation, maintenance, repair and replacement of Western Counties Road and the Shared Easements to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner consistent with the standards from time to time established by the City for similar works save and except as otherwise provided in Section 3.1 or Section 3.2 hereof.

(b) In the event that a Property Owner fails to perform its obligations set forth in this Article 3 in a proper and timely manner without reasonable cause, then such Property Owner shall indemnify and save harmless the other Property Owners from any losses, costs or damages incurred by such other Property Owner as a result of such default.

(c) Subject to Section 3.3(a) above, a Property Owner performing the work in relation to Western Counties Road or Shared Easements shall have reasonable discretion with regard to the means of performing the same provided such work is completed expeditiously and it is therefore agreed that the amount of any reasonable cost or expense actually paid or incurred by any Property Owner for any work shall not be challenged by any Property Owner unless such amount shall clearly be demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid had such Property Owner exercised due diligence in the performance of such work.

Section 3.4 Disturbance

(a) Each of the Property Owners, and their respective successors and assigns, covenant and agree not to cause or permit any undue disturbance, obstructions, vibration, emissions or noise while exercising their rights to any easement, right-of-way or rights in the nature of easements which may disturb, disrupt or interfere with the ordinary use or enjoyment by any other Property Owner.

(b) Nothing in this section shall in any way be construed to restrict the reasonable, lawful or intended uses of the LHSC Lands or the easements, rights-of-way or rights in the nature of easements as may exist from time to time.

(c) In the event of any discharge or spill of any contaminant that causes or is likely to cause an adverse effect on the environment or which is in breach of any law, the person so responsible shall be responsible for all damages so caused, and for cleaning the said spill or discharge and shall be liable to indemnify any person affected by such discharge from any loss suffered as a result thereof.

Section 3.5 Disturbance

Each of the Parties hereto are equally liable for and shall indemnify the other Property Owners for all claims, demands, actions, causes of action, costs or expenses whatsoever arising out of this Agreement and the use, operation, repair, replacement or maintenance of Western Counties Road or the Shared Easements save and except when such claim, demand, action, cause of action or expense arose by virtue of the negligent act or omission of either party or its tenants, occupiers, agents or employees or their guests or invitees.

ARTICLE 4 – SHARE EASEMENTS AND SHARED EXPENSES

Section 4.1 Use of Shared Easements

Each of the Property Owners shall maintain and continue the use of the Shared Easements subject to compliance with all relevant statutes, regulations, official plans, zoning by-laws, development and site plan agreements, building codes and other applicable laws as are in force in respect of Western Counties Road, the Shared Easements or any part or parts thereof, as amended from time to time.

Section 4.2 Mutual Benefit and Payment of Proportionate Share

(a) The Property Owners acknowledge and agree that Western Counties Road and the Shared Easements are of benefit, value or necessity to more than one Property Owner notwithstanding that some of or all of the said Shared Easements may be owned by one or more Property Owners.

(b) In recognition of the historical treatment of expenses related to Western Counties Road and the Shared Easements but subject to Section 4.3 and Section 4.4 hereof, the parties agree that the responsibility for WCR Expenses and responsibility for Services Expenses related to Shared Easements shall be as follows:

(i) WCR Expenses in that section of Western Counties Road from Commissioners Road to the boundary of the RFL Lands shall be that of LHSC;

(ii) WCR Expenses in that section of Western Counties Road south of the boundary of the RFL Lands shall be that of the City and RFL on such basis as they shall agree;

(iii) Harmony Road and the interior road system off of Harmony Road shall be that of SJHC;

(iv) Services Expenses incurred in the area from Commissioners Road to the south limit of Harmony Road shall be shared equally by LHSC and SJHC;

(v) Services Expenses incurred in the area west of Western Counties Road shall be that of SJHC;

(vi) Services Expenses in the area south of Harmony Road shall be that of the City and RFL in such proportions as they shall agree; and

(vii) Services Expenses for hydro supplied by LHSC to RFL shall be paid by RFL to LHSC at metered rates.

Notwithstanding the foregoing, the LHSC shall be responsible to repair, within a reasonable time, any damage caused to Western Counties Road or the Shared Easements as a consequence of any construction undertaken by LHSC on the LHSC Lands, failing which the other Property Owners or any of them shall be entitled to repair the damage at the cost and expense of LHSC.

(c) Monies owing by the terms of this Agreement shall be paid within thirty (30) days of a demand in writing, which demand shall provide reasonable particulars of the purpose of and the calculation of the amount requested. In the event any Property Owner disputes the amount demanded it shall nonetheless pay the amount demanded prior to taking any proceedings pursuant to Article 8 hereof without prejudice to the rights to dispute whether the amount is rightfully claimed.

Section 4.3 Adjustments to Proportionate Share

In the event that a material change in utilization of Western Counties Road or the Shared Easements occurs during the term of this Agreement, any Property Owner may apply to the other Property Owners to adjust the Proportionate Shares of the Property Owners related to Western Counties Road or the Shared Easements or any part of the Shared Easements. In the event that the Property Owners are not able to agree on the Proportionate Share of the Property Owners from time to time, the matter may be referred to the dispute resolution provisions of Article 9 hereof.

Section 4.4 Future Development by Parties

In the event that a Property Owner intends to develop the lands owned by such Property Owner the effect of which would necessitate upgrades or modifications to Western Counties Road or the Shared Easements, the Property Owner seeking to develop the lands owned by such Property Owner shall bear the sole and entire responsibility for the cost of all required upgrades or modifications. To the extent that the development of the lands of a Property Owner is or will have a material change in the utilization by that Property Owner of Western Counties Road or the Shared Easements, the Proportionate Share of the Property Owners shall be adjusted to reflect the actual or contemplated utilization of the Property Owners following completion of such development. In the event that the Property Owners are not able to agree on the Proportionate Share of the Property Owners from time to time, the matter may be referred to the dispute resolution provisions of Article 9 hereof.

ARTICLE 5 – DEFAULT AND REMEDIES ON DEFAULT

Section 5.1 Default

If a Property Owner shall fail to pay to another Property Owner any sum of money properly payable by it in accordance with this Agreement within thirty (30) days of written demand properly made, then such Property Owner who fails to pay shall be a Defaulting Owner for the purposes of this Agreement. Any other Property Owner who shall pay such monies which are owing on behalf of the Defaulting Owner or incurs a debt or expense as a result of the said default shall be a Creditor Party for purposes of this Agreement.

Section 5.2 Remedies on Default

In addition to any other rights the Creditor Party may have at law, the Creditor Party shall have the right to claim a lien (hereinafter called a "Lien") to secure the payment of such sum of money as is owing to it by the Defaulting Party, together with all interest accruing thereon and its costs of recovering the said monies, against the property of the Defaulting Party within the Subdivision Plan. Such Lien shall arise after the Defaulting Party has been in default for at least thirty (30) days after written notice claiming the Lien, has been served on the Defaulting Party. The Creditor Party may enforce the Lien against the property of the Defaulting Party by the registration of a caution or other notice as may be permitted by the Land Titles Act (Ontario), as amended from time to time, or such other legislation that may be applicable from time to time. A Lien shall be enforceable by the Creditor Party in the same manner as a mortgage in default. The costs of registration and enforcement of the Lien and of recovery of the monies shall form part of the Lien.

Section 5.3 Remedies to Survive Termination

Notwithstanding any termination of this Agreement, any Lien which shall previously have arisen and remains unsatisfied, shall remain in full force and effect until the amount secured thereby shall be paid in full or satisfied, together with interest.

Section 5.4 Priority of Liens

If a Lien or notice thereof has not been registered, a bona fide arms length purchaser or chargee for value without notice of the Lien, shall acquire an interest in the applicable portion of the Property, free and clear of any Liens claimed.

Section 5.5 Interest

Any sum of money owing hereunder, shall accrue interest at the Interest Rate calculated and compounded monthly, from the date such sum is due to the date of payment. Any and all unpaid interest shall form part of a Lien.

ARTICLE 6 – TERMINATION

Section 6.1 Termination of Agreement

This Agreement cannot be terminated other than by the written consent of all of the Property Owners.

Section 6.2 No Termination of Shared Facilities or Services

Notwithstanding Section 6.1, unless the written consent referred to therein includes a mutual and specific surrender of the rights and obligations and the easements, rights-of-way and rights in the nature of easements by the Property Owners, the termination of this Agreement pursuant to and to the extent provided in Section 6.1 hereof shall not be deemed to apply to:

(a) the easements, rights-of-way and rights in the nature of easements existing at that time, which shall remain in full force and effect; and

(b) the rights and obligations of the Property Owners with respect to Western Counties Road and the Shared Easements.

Section 6.3 Assumption of Agreement by Successors

In the event a sale, exchange, transfer or other disposition (herein called a "**Transfer**") of any part of the property owned by a Property Owner shall have occurred, this Agreement shall continue and remain in full force and effect and be binding upon any person succeeding to the interest of the Property Owner, and such succeeding person shall as a condition of the Transfer, covenant with, or provide an assumption agreement addressed to the other Property Owners, wherein the succeeding person covenants to assume, undertake and be bound by the obligations of that Property Owner to which it is succeeding. Upon the said successor executing such covenant or acknowledgement as required herein, the transferring Property Owner, only with respect to the part of the property transferred, shall thereafter be released of any further obligations, costs,

liabilities and responsibilities arising hereunder (the "**Obligations**") and shall not be entitled to any of the benefits and rights arising hereunder (the "**Benefits**") as a Property Owner of the transferred part of the property from and after the effective date of the Transfer.

ARTICLE 7 – ADDITIONAL REMEDIES

Section 7.1 Self Help Remedy

When a Defaulting Party fails to perform any of its obligations under this Agreement, then in addition to any other right or privilege specifically provided for in this Agreement or at law, the Creditor Party may give the Defaulting Party written notice outlining the nature of the default and demanding the Defaulting Party to perform its obligation. If the Defaulting Party has not, within seventy-two (72) hours of receipt of such notice, commenced and thereafter is not diligently and in good faith taking all reasonable steps necessary to cure the default set out in such notice, then the Creditor Party may take all reasonable steps necessary to cure the default set out in such notice, including, without limitation, paying any cost or expenses required to be made by the Defaulting Party, entering upon the lands of such Defaulting Party and the payment of any sum secured by lien and/or the filing of a bond to discharge a lien. The Defaulting Party agrees to pay to the Creditor Party any reasonable cost or expense actually paid or incurred by the Creditor Party in performing the obligations of the Defaulting Party pursuant to this Agreement.

Section 7.2 Emergency Access

In the event of an emergency where the giving of notice would be unreasonable, any party may enter into the property of the other without notice to rectify the emergency situation and the cost of rectifying same shall be allocated in accordance with this Agreement based on the nature of the cost.

ARTICLE 8 – ARBITRATION

Section 8.1 Arbitration

In the event that any disagreement arises between the parties hereto, or their respective successors or assigns, with reference to this Agreement or any matter arising hereunder, then every such disagreement shall be referred to arbitration pursuant to the procedure herein. The Property Owner seeking to arbitrate (the "**Applicant**") shall give notice in writing (the "**Notice**") to all other Property Owners who are reasonable and proper parties to the dispute (the "**Other Parties**"). The Applicant and the Other Parties shall agree on the appointment of a sole arbitrator within fourteen (14) days of receipt of the Notice by the Other Parties. If the Applicant and Other Parties (the "**Disputing Parties**") cannot agree upon a single arbitrator, the arbitration shall be conducted by a single arbitrator appointed by a judge of the Superior Court upon the application of any of the Disputing Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitrations Act (Ontario) and any statutory amendments thereto for the time being in force. The decision arrived at by the arbitrator shall be binding and no appeal shall lie therefrom. Except as otherwise expressly set forth herein, liability for payment of costs of the arbitration shall be in the discretion of the arbitrator to determine.

ARTICLE 9 – GENERAL MATTERS

Section 9.1 Notice

Any demand, notice or other communication to be given in connection with this Agreement shall be sufficiently given if served personally, or if mailed by prepaid registered mail to the respective Property Owner at the address set forth for service in the last registered instrument filed in the Land Titles Division of the Registry Office of Middlesex, or to any other address or addresses as a Property Owner may designate from time to time. Every such notice shall be deemed to have been given upon the day it was personally served, or if mailed, upon the third postal date after it was mailed. Any party may designate in writing a substitute address for that set forth above, and thereafter notice shall be directed to such substituted address. In the event of a postal strike, or in the event of interruption of mail service then all notices must be delivered to the address set out, or such other address as may have been designated. The initial addresses for service are as follows:

(a) in the case of the City to: 300 Dufferin Avenue, P. O. Box 5035, London, Ontario, N6A 4L9;

(b) (b) in the case of LHSC to: 800 Commissioners Road East, London, Ontario, N6A 4V2;

(c) in the case of SJHC to: 268 Grosvenor Street, London, Ontario, N6A 3N3;

(d) in the case of RFL to: 944 Western Counties Road, London, Ontario, N6C 6A9

Section 9.2 Covenants Run with the Lands

Each of the Property Owners covenant and agree that they shall not interfere with, hinder, impede or disturb the enjoyment of all rights, benefits and privileges conferred on any other Property Owner by this Agreement except as expressly provided in this Agreement. The provisions of this Agreement are intended to run with the lands owned by the Property Owners and except as may otherwise be specifically provided shall bind and enure to the benefit of the respective Property Owners and their respective successors and assigns.

Section 9.3 Benefit to Property Owners and Others

The rights contained herein shall be for the benefit of each of the Property Owners and such occupants, tenants, licensees, employees, agents and contractors thereof as the applicable Property Owner shall permit.

Section 9.4 Assignment of Rights to Chargees

Any Property Owner may, without the necessity of conveying title to such Property Owner's Shared Easements, assign or otherwise transfer to any chargee in respect of any part of the Shared Easements, all or any of the rights, privileges, easements, rights-of-way and rights in the nature of easements and rights of entry contained herein and any such chargee may exercise any such right, privilege, easement, right-of-way and right in the nature of the easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, privilege, easement, right-of-way and right in the nature of an easement, or right of entry to such chargee. In the event that they shall exercise such right or privilege, such chargee shall be subrogated to the rights of its chargor to assert a lien against the Shared Services or another Property Owner.

Section 9.5 Waivers

No waiver of any breach of any term or provision to this Agreement shall be effective or binding unless made in writing and signed by the Property Owner purporting to give the same and unless otherwise provided in writing, shall be limited to the specific breach waived.

Section 9.6 Assignment

Except as otherwise expressly set forth herein, all of the terms and provisions of this Agreement shall enure to and be for the benefit of and be binding upon the Property Owners, and their respective heirs, executors, administrators, successors and permitted assigns. No Property Owner shall transfer, convey or grant the lands owned by such Property Owner to any other party unless the transferee or grantee thereof agrees to be bound by the provisions of this Agreement.

Section 9.7 Further Assurances

The Property Owners agree that they will from time to time at the reasonable request of any other Property Owner execute and deliver such instruments and other documents and assurances and take such further action as may be required to accomplish the purposes of this Agreement.

Section 9.8 Rights of Property Owners Independent

The rights available to Property Owners under this Agreement and at law shall be deemed to be several and not dependent on each other and each such right shall be accordingly construed as complete in itself and need not be referenced to any other such right. Any one or more or any

combination of such rights may be exercised by Property Owners from time to time and no such exercise shall exhaust the rights or preclude any other Property Owner from exercising any one or more of such rights or combination from time to time thereafter or simultaneously.

Section 9.9 Force Majeure

Whenever and to the extent any person is prevented, hindered or delayed in the fulfillment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of war, act of the Queen's enemies, riot or insurrection, lock-out, labour disturbance, inability to obtain materials, goods, equipment, services or utilities required, or inability to obtain any permission or authority required by municipal by-law or federal or Ontario statute or regulation (provided all reasonable efforts have been made to obtain same) or any other event or occurrence beyond the control of the Property Owner seeking to rely on this subsection, save and except for financial inability, that person's liability to perform such obligation shall be postponed and it shall be relieved from any liability in damages or otherwise for breach hereof, for so long as and to the extent that such prevention, hindrance or delay continues to exist.

Section 9.10 Entire Agreement

This Agreement, including the schedules hereto, constitutes the entire agreement hereto. There are no, and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the Property Owners.

Section 9.11 Time

Time shall be of the essence of this Agreement.

Section 9.12 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart. Delivery by facsimile transmission or electronic mail of any executed counterpart of this Agreement shall be equally effective as delivery of a manually executed counterpart thereof.

[SIGNATURE PAGE IS NEXT]

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE CITY OF LONDON

Per:_____
Mayor

Per:_____
Clerk

LONDON HEALTH SCIENCES CENTRE

Per:_____

Per:_____

ST. JOSEPH'S HEALTH CARE, LONDON

Per:_____

Per:_____

REFOREST LONDON

Per:_____

Per:_____

SCHEDULE A

City Lands: BLOCK 1, PLAN 33M-501; LONDON; BEING ALL OF PIN 08471-0588 (LT)

LHSC Lands: PART OF LOT 23, CONCESSION 1 DESIGNATED AS PART 7, PLAN 33R-12868; LONDON; BEING ALL OF PIN 08471-0585 (LT)

BLOCK 3, PLAN 33M-501 SAVE AND EXCEPT PART 1, PLAN 33R-_____; S/T R.O.W. AS SET OUT IN BROKEN OUTLINE ON PLAN 33M-501 AS IN 644393; S/T EASE OVER PARTS 4 AND 5 ON PLAN 33R-_____; LONDON; BEING ALL OF PIN 08471-_____ (LT)

BLOCK 5, PLAN 33M-501; S/T R.O.W. AS SET OUT IN BROKEN OUTLINE ON PLAN 33M-501 AS IN 644393; S/T EASE OVER PARTS 1, 2 AND 3 ON PLAN 33R-_____; LONDON; BEING ALL OF PIN 08471-0592 (LT)

SJHC Lands: BLOCK 4, PLAN 33M-501; LONDON; BEING ALL OF PIN 08471-0591 (LT)

BLOCK 9, PLAN 33M-501, LONDON; BEING ALL OF PIN 08471-0596 (LT)

RFL Lands: PART OF BLOCK 3, PLAN 33M-501 BEING PART 1, PLAN 33R-_____; LONDON; BEING ALL OF PIN

Bill No. 147
2019

By-law No. B.-____-___

A By-law to approve demolition of abandoned buildings with municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street under the Property Standards provisions of the Building Code Act.

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

AND WHEREAS section 15.1(3) of the Building Code Act provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the Building Code Act provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the Building Code Act provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the Building Code Act provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the Building Code Act provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the Municipal Act, 2001;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The demolition of abandoned buildings at municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street, City of London is approved, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 9, 2019
Second Reading – April 9, 2019
Third Reading – April 9, 2019

Bill No. 148
2019

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 Dearness Drive, north of Bradley 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 Dearness Drive, north of Bradley Avenue, namely:

> "Part of Lot 10 on Registered Plan 584 in the City of London, designated as Part 5 on Reference Plan 33R-20280."

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

PASSED in Open Council on April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - April 9, 2019
Second Reading - April 9, 2019
Third Reading - April 9, 2019

Location Map

Subject Lands

Bill No. 149
2019

By-law No. S.-4037(_)-___

A by-law to amend By-law No. S.-4037-219 entitled, “A by-law to permit Martin Gehl to maintain and use a boulevard parking area upon the road allowance for 243 Victoria Street, City of London.”

WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. S.-4037-219 entitled, “A by-law to permit Martin Gehl to maintain and use a boulevard parking area upon the road allowance for 243 Victoria Street, City of London”, enacted by Municipal Council on April 16, 1996.

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

1. By-law No. S.-4037-219 entitled, “A by-law to permit Martin Gehl to maintain and use a boulevard parking area upon the road allowance for 243 Victoria Street, City of London” is hereby amended by deleting Schedule “C” to By-law No. S.-4037-219 in its entirety and by replacing it with the attached new Schedule “C”.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - April 9, 2019
Second Reading - April 9, 2019
Third Reading - April 9, 2019

Schedule “C”

243 VICTORIA STREET

Bill No. 150
2019

By-law No. S.-____-___

A by-law to repeal and replace By-law No. S.-5997-78 entitled, “A by-law to rename a portion of LA Stradella to La Stradella Gate; to rename a portion of Middlewoods to Middlewoods Drive; to rename a portion of Tallwood to Tallwood Circle and to rename a portion of The Birches to The Birches Place, effective July 1, 2019.”

WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal and replace By-law No. S.-5997-78 entitled, “A by-law to rename a portion of LA Stradella to La Stradella Gate; to rename a portion of Middlewoods to Middlewoods Drive; to rename a portion of Tallwood to Tallwood Circle and to rename a portion of The Birches to The Birches Place, effective July 1, 2019.”

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it expedient to rename a portion of LA Stradella to La Stradella Gate; to rename a portion of Middlewoods to Middlewoods Drive; to rename a portion of Tallwood to Tallwood Circle and to rename a portion of The Birches to The Birches Place;

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

1. By-law No. S.-5997-78 entitled, “A by-law to rename a portion of LA Stradella to La Stradella Gate; to rename a portion of Middlewoods to Middlewoods Drive; to rename a portion of Tallwood to Tallwood Circle and to rename a portion of The Birches to The Birches Place, effective July 1, 2019”, passed by Municipal Council on March 5, 2019, is hereby repealed.

2. That a portion of La Stradella, between Scottsdale Street and Monterey Crescent, be renamed to La Stradella Gate, described as La Stradella, on Plan 908, Plan 1021, and Block B on Plan 908, London.

3. That a portion of Middlewoods, between Sarnia Road and Lawson Road, be renamed to Middlewoods Drive, described as Middlewoods, on Plan 890, London.

4. That a portion of Tallwood, north of Windermere Road, be renamed to Tallwood Circle, described as Tallwood, Plan 33M-94, London.

5. That a portion of The Birches, south of Agincourt Gardens, be renamed to The Birches Place, described as The Birches, on Plans 875 and 949, London.

6. This by-law comes into force and effect on July 1, 2019.

PASSED in Open Council on April 9, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 9, 2019
Second Reading – April 9, 2019
Third Reading – April 9, 2019