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.

Motion Failed

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 I

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

Council

Minutes

7th Meeting of City Council
March 5, 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:	M. Hayward, G. Belch, B. Card, B. Coxhead, S. Datars Bere, J. Fleming, M. Galczynski, G. Kotisfas, L. Livingstone, D. MacRae, S. Mathers, D. O'Brien, B. O'Hagan, C. Saunders, M. Schulthess, S. Spring, S. Stafford and B. Westlake-Power.

The meeting is called to order at 4:02 PM with all Members present.

1. Disclosures of Pecuniary Interest

Councillor P. Squire discloses a pecuniary interest in item 2.5 (8.4-11) of the 5th Report of the Planning and Environment Committee, having to do with the application by Sunningdale Golf and Country Club Ltd., relating to the property located at 379 Sunningdale Road West, by indicating that he is a member of the Sunningdale Golf and Country Club.

Councillor S. Lehman discloses a pecuniary interest in item 4.5 of the 7th Report of the Strategic Priorities and Policy Committee, having to do with the confirmation of appointments to the London Downtown Business Association (LDBA), by indicating that he is a member of the LDBA.

2. Recognitions

His Worship the Mayor accepts the Award of Excellence in Energy Conservation from Hydro One on behalf of The Corporation of the City of London and recognizes the work of the City of London's Environmental and Engineering Services Department.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: M. Salih
Seconded by: A. Kayabaga

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

4.1 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to an interview for Eldon House Board of Directors. (6.1/6/CSC)

4.2 Solicitor-Client Privileged Advice/Litigation/Potential Litigation

A matter that pertains 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 regarding properties located on Birchwood Drive and Meadowvale Drive. (6.1/4/CWC)

4.3 Solicitor-Client Privileged Advice

A matter subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the implementation of King Street Cycling Improvements, including the tendering process.(6.2/4/CWC)

4.4 (ADDED) Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/7/SPPC)

4.5 (ADDED) Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose. (6.2/7/SPPC)

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 the Council, In Closed Session, at 4:13 PM, with Mayor E. Holder in the Chair and all Members present.

The Council, In Closed Session, rises at 4:30 PM and Council reconvenes at 4:35 PM, with Mayor E. Holder in the Chair and all Members present.

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

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

That the Minutes of the 6th Meeting held on February 12, 2019, 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)

6. Communications and Petitions

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

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

1. R. Campbell, 2475293 Ontario Inc.;

2. J. Pastorius, The Root Cellar;

3. G. Gallacher and J. MacDonald, Downtown London;

4. M. Drangova and J. Pastorius, Old East Village; and

5. D. Hall, Cycle Link

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)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 3rd Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 3rd Report of Community and Protective Services Committee BE APPROVED, with the exception of items 9(2.7) and 10(3.1).

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: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: M. Cassidy

That the 1st Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on January 24, 2019, BE RECEIVED.

Motion Passed

3. (2.2) 1st Report of the Accessibility Advisory Committee

Motion made by: M. Cassidy

That the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 24, 2019, BE RECEIVED.

Motion Passed

4. (2.3) 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 17, 2019:

a) the following actions be taken with respect to the London Middlesex Local Immigration Partnership event being held on March 19, 2019:

i) the amount of $300.00 BE APPROVED for the London Middlesex Local Immigration Partnership event, to be held on March 19, 2019; and,

ii) the amount of up to $350.00 BE APPROVED to purchase a pop up banner;

it being noted that the DIAAC has sufficient funds in its 2019 budget for these expenses and that R. Hussain will provide more information with respect to the above event at the next meeting; and,

b) clauses 1.1, 1.2, 2.1, 2.2, 3.1 to 3.3, 4.1 to 4.4, 5.1 to 5.3 and 7.2, BE RECEIVED.

Motion Passed

5. (2.4) Provide Homemaking Services for The Corporation of The City of London - Award Request for Proposal 18-48 (Relates to Bill No. 87)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director Housing, Social Services and Dearness Home, the following actions be with respect to the award of the Request for Proposal (RFP) 18-48 related to Homemaking Services at the Dearness Home:

a) the Request for Proposal (RFP) 18-48 BE AWARDED to CBI Limited, 3300 Bloor Street W, Suite 900 Toronto, ON M8X 2X2; and,

b) the proposed by-law, as appended to the staff report dated February 20, 2019, BE INTRODUCED at the Municipal Council meeting of March 5, 2019 to:

i) approve the Agreement between The Corporation of the City of London and CBI Limited, as appended to the above-noted by-law, for the provision of homemaking services at the Dearness Home; and,

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

Motion Passed

6. (2.8) Ontario Works Employment Innovations Purchase of Service Agreement - Bridges Out of Poverty & Circles Initiative (Relates to Bill No. 88)

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 February 20, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, to:

a) approve the Agreement, as appended to the above-noted by-law, for the delivery of the Bridges Out of Poverty & Circles Initiative entered into between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S04)

Motion Passed

7. (2.5) Unsanctioned and Unsafe Street Parties

Motion made by: M. Cassidy

That the following actions be taken with respect to the staff report dated February 20, 2019 related to unsanctioned and unsafe street parties:

a) the Mayor BE REQUESTED to write a letter to the government of Ontario requesting an investigation into the enhanced collection of by-law offenses; and,

b) the above-noted staff report and the ~~attached~~ presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, BE RECEIVED; it being noted that J. Massey, Office of the Provost at Western University, responded to questions from the Committee. (2019-P01)

Motion Passed

8. (2.6) By-law Monitoring and Modernization

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated February 20, 2019, with respect to by-law monitoring and modernization, BE RECEIVED.(2019-P01)

Motion Passed

11. (3.2) London's Cultural Prosperity Plan Update

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the staff report dated February 20, 2019, with respect to London’s Cultural Prosperity Plan Update Report, BE RECEIVED; it being noted that the ~~attached~~ presentation as well as a video entitled "Our City Our Culture", that was shown at the

meeting, from R. Armistead, Manager, Culture and C. Crossman, London Music Industry Development Officer, were received with respect to this matter. (2019-R08)

Motion Passed

12. (5.1) Deferred Matters List

Motion made by: M. Cassidy

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

Motion Passed

13. (5.2) 2nd Report of the Animal Welfare Advisory Committee

Motion made by: M. Cassidy

That the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on February 7, 2019, BE RECEIVED.

Motion Passed

9. (2.7) Making Nasal Naloxone Kits Available for Public Use in Some City of London Facilities

Motion made by: M. Cassidy

That the staff report dated February 20, 2019 with respect to making nasal Naloxone kits available for public use in some City of London facilities BE RECEIVED and no further action be taken with respect to this matter. (2019-S08)

Yeas: (8): M. van Holst, S. Lewis, M. Cassidy, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (7): Mayor E. Holder, M. Salih, J. Helmer, P. Squire, A. Hopkins, S. Turner, and A. Kayabaga

Motion Passed (8 to 7)

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

That pursuant to section 13.2 of the Council Procedure By-law reconsideration of the vote for Item 9(2.7) BE APPROVED to address vote entry error by Councillor M. van Holst.

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, E. Peloza, and A. Kayabaga

Nays: (1): S. Hillier

Motion Passed (14 to 1)

Motion made by: M. Cassidy

That the staff report dated February 20, 2019 with respect to making nasal Naloxone kits available for public use in some City of London facilities BE RECEIVED and no further action be taken with respect to this matter. (2019-S08)

Yeas: (7): S. Lewis, M. Cassidy, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (8): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, P. Squire, A. Hopkins, S. Turner, and A. Kayabaga

Motion Failed (7 to 8)

Motion made by: P. Squire
Seconded by: A. Hopkins

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks & Recreation, in response to council resolution of June 13, 2018, the following policy direction and implementation plan to install nasal Naloxone Kits for public use at some City of London facilities BE APPROVED:

a) place up to two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round;

b) install appropriate signage to assist the public to locate and access the nasal Naloxone kits;

c) the program will operate as a pilot program for one year commencing in June of 2019 and Civic Administration will report to Council on the usage of the nasal Naloxone kits at the end of the pilot program; and

d) the Civic Administration will assist the Middlesex-London Health Unit in the scheduling of at least one public education session, in which Middlesex-London Health Unit will provide information and education to the public regarding nasal Naloxone kits.

it being noted that the Middlesex-London Health Unit’s Medical Officer of Health supports this plan.

Yeas: (12): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier

Nays: (3): S. Lewis, P. Van Meerbergen, and E. Peloza

Motion Passed (12 to 3)

10. (3.1) Sound By-Law - Outdoor Patio Time Exemption and Housekeeping Amendments (Relates to Bill No. 96)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated February 20, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, to amend the Sound By-law

PW-12 to extend the minimum time conditions for amplified sound on outdoor patios, effective 12:00 midnight to 1:00 AM, and other housekeeping amendments;

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. (2019-P01)

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)

8.2 6th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 6th 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. (2.3) 2019 Debenture Issuance

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the Civic Administration BE AUTHORIZED to proceed with the issuance of debentures in the capital markets to provide permanent financing for capital works in an amount not to exceed $49,380,000, with the flexibility to postpone the issuance in the event of unfavourable market conditions.

Motion Passed

3. (2.4) Declare Surplus - Portion of City-Owned Land Abutting 15 McAlpine Avenue

Motion made by: J. Morgan

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 abutting 15 McAlpine Avenue, described as Lots 13-18, Block C, Plan 376, containing an area of approximately 900 square

feet, as shown on Schedule “A” of the staff report dated February 19, 2019, the following actions be taken:

a) the subject property BE DECLARED SURPLUS; and

b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner at 15 McAlpine Avenue, in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

4. (2.5) Residential Tax By-Law for New Affordable Housing Program Projects - 27 Centre Street, London (Relates to Bill No. 86)

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 February 19, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, to tax the affordable housing property at 27 Centre Street, London (Escalade Property Corp.) at an effective tax rate equal to the residential tax rate and that the City Clerk BE DIRECTED to give written notice of the by-laws to the Municipal Property Assessment Corporation and the Secretary of all area school boards.

Motion Passed

5. (2.6) Association of Municipalities of Ontario (AMO) Board Meeting Update - City of Toronto, ON January 24-25, 2019

Motion made by: J. Morgan

That the communication dated February 19, 2019, from Councillor A. Hopkins, with respect to the Association of Municipalities of Ontario (AMO) Board meeting held in Toronto, Ontario on January 24-25, 2019 BE RECEIVED for information.

Motion Passed

6. (2.1) Budweiser Gardens: City Approval of Zamboni Capital Lease Agreement

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the capital lease for two new Zamboni ice resurfacing machines at Budweiser Gardens BE APPROVED to replace the previous two Zamboni ice resurfacing machines, that are no longer in service.

Motion Passed

7. (2.2) 2018 Annual Update on Budweiser Gardens

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2018 Annual Report on Budweiser Gardens appended to the staff report dated February 19, 2019 as Appendix "B", BE RECEIVED for information.

Motion Passed

8. (3.1) Apportionment of Taxes

Motion made by: J. Morgan

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 February 19, 2019, BE APPORTIONED as indicated on the 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.

Motion Passed

9. (4.1) Grand Theatre - Municipal Accommodation Tax Funding Request

Motion made by: J. Morgan

That the following actions be taken with respect to the Grand Theatre – Municipal Accommodation Tax Funding request:

a) the request from the Grand Theatre BE APPROVED, in the amount of $2 million, with the first source of financing being the Tourism Infrastructure Reserve Fund and a secondary source of financing being the Economic Development Reserve Fund;

b) the Civic Administration BE DIRECTED to finalize the sources of financing for the request in Q1 2020, taking into account the balances, anticipated contributions and anticipated draws on the two reserve funds;

c) the staff report dated February 19, 2019 with respect to this matter BE RECEIVED;

d) it BE NOTED that the ~~attached~~ presentation from G. Kerhoulas and T. Tillman, Grand Theatre was received; and,

e) further request for funding from the Tourism Infrastructure Reserve Fund BE DEFERRED, pending the Civic Administration's report on a process for future allocations from the Tourism Infrastructure Reserve Fund.

Motion Passed

10. (4.2) Future Tax Policy - Possible Directions

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 19, 2019 with respect to future tax policy - possible directions BE RECEIVED for information; it being noted that the ~~attached~~ presentation was received from the Director, Financial Services.

Motion Passed

11. (5.1) Consideration of Appointments to the Eldon House Board of Directors

Motion made by: J. Morgan

That the following BE APPOINTED to the Eldon House Board of Directors for the term ending November 15, 2022, based on the interviews conducted by the Corporate Services Committee on January 21, 22, February 12 and 19, respectively, and the attached ranked ballot:

Louanne Henderson
Theresa Regnier
Mark Tovey
Joseph O'Neil
Mike Donachie
Maureen Spencer Golovchenko
Ron Koudys
Rebecca Elizabeth Griesmayer
Manosij (Mano) Majumdar

Motion Passed

8.3 4th Report of the Civic Works Committee

Motion made by: P. Squire

That the 4th Report of the Civic Works Committee BE APPROVED, with the exception of Items 10(2.1), 12(2.5) and 15(4.2).

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. (2.2) 2018 External Audit of London's Drinking Water Quality Management System and 2018 Management Review

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated February 20, 2019 related to the 2018 external audit of London's Drinking Water Quality Management System, and the subsequent 2018 Management Review meeting, BE RECEIVED for information. (2019-E13)

Motion Passed

3. (2.3) 2018 Drinking Water Annual Report and Summary Report for the City of London Distribution System

Motion made by: P. Squire

That, on the recommendation of the Director, Water & Wastewater, the 2018 Drinking Water Annual Report and Summary Report for the City of London Distribution System BE RECEIVED for information. (2019-E13)

Motion Passed

4. (2.6) Endorsement of Updated Operational Plan for the Elgin-Middlesex Pumping Station (London Portion)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the updated Operational Plan for the Elgin-Middlesex Pumping Station (London Portion) BE ENDORSED as per the requirements of the Safe Drinking Water Act, 2002. (2019-E08)

Motion Passed

5. (2.7) Contract Award - Tender No. RFT 19-02 - 2019 Infrastructure Renewal Program - Egerton Street, Brydges Street and Pine Street - Phase 2 Reconstruction Project (Relates to Bill No. 93)

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 Infrastructure Renewal Program Egerton Street Phase 2 Reconstruction Project:

a) the bid submitted by Bre-Ex Construction Inc at its tendered price of $5,723,375.76, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc was the lowest of seven bids received and meets the City's specifications and requirements in all areas;

b) Archibald, Gray and McKay Engineering Ltd. (AGM) BE AUTHORIZED to carry out the resident inspection and contract

administration for the said project in accordance with the estimate, on file, at an upset amount of $429,880.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;

c) the proposed by-law as appended to the staff report dated February 20, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113);

d) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated February 20, 2019;

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

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT19-02); and

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

6. (2.8) Contract Award Tender - No. RFT 19-13 - 2019 Infrastructure Renewal Program - Cavendish Crescent and Mount Pleasant Avenue - Phase 2 Reconstruction Project (Relates to Bill No. 94)

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 Cavendish Phase 2 Reconstruction Project:

a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of $4,214,630.88, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of seven bids received and meets the City's specifications and requirements in all areas;

b) Spriet Associates BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of $287,944.80, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;

c) the proposed by-law as appended to the staff report dated February 20, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113);

d) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated February 20, 2019;

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

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT19-13); and

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

7. (2.9) Sole Source Award - Acoustic Fiber Optic Monitoring Contract - Project No. EW3538

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 Acoustic Fiber Optic (AFO) Monitoring Contract:

a) the contract value for Pure Technologies Ltd., 3rd Floor, 705-11 Avenue SW, Calgary, Alberta, T2R 0E3, BE APPROVED, in accordance with section 14.3 (c) of The Corporation of the City of London's Procurement of Goods and Services Policy, in the amount of $150,922.00 (excluding HST) for 2019 to continuously monitor 15.86 km of the City's most critical watermains;

b) the financing for this project BE APPROVED from current available budget as set out in the Sources of Financing Report as appended to the staff report dated February 20, 2019;

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

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.(2019-E03)

Motion Passed

8. (2.10) Amendments to the Traffic and Parking By-Law (Relates to Bill No. 95)

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 the staff report dated February 20, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T08)

Motion Passed

9. (2.11) 2019 Annual New Sidewalk Program

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the sidewalk candidates proposed for the 2019 Annual New Sidewalk Program in the staff report dated February 20, 2019, BE ENDORSED for implementation in 2019. (2019-T04)

Motion Passed

11. (2.4) Contract Award - Tender No. 19-15 - 2019 Infrastructure Renewal Program - Downtown Sewer Separation 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 Downtown Sewer Separation Phase 2 Project:

a) the bid submitted by J-AAR Excavating Limited (J-AAR) at its tendered price of $6,812,793.33, excluding HST, for the 2019 Infrastructure Renewal Program, Downtown Sewer Separation Phase 2 project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of eight bids received and meets the City's specifications and requirements in all areas;

b) AECOM Canada Ltd. (AECOM), BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of $420,299.00, excluding HST, in accordance with Section 15.2 (g) of the City of London’s Procurement of Goods and Services Policy;

c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated February 20, 2019;

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

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 19-15); and

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

Motion Passed

13. (2.12) Red Light Camera Program 2018 Annual Report

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the 2018 Annual Report for the Red Light Camera Program dated February 20, 2019 BE RECEIVED for information, in support of Vision Zero London. (2019-T08)

Motion Passed

14. (4.1) Street Light Local Improvements Process

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, an annual New Street Light Local Improvement Program with a 50% cost sharing, 100% City and 1/3 property owner with abutting property owners be CONSIDERED alongside other investment priorities in the upcoming 2020-2023 multi-year budget process. (2019-T01)

Motion Passed

16. (5.1) Deferred Matters List

Motion made by: P. Squire

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

Motion Passed

10. (2.1) Southdale Road West and Wickerson Road Improvements Environmental Study Report

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 Southdale Road West / Wickerson Road Improvements Environmental Assessment:

a) Southdale Road West / Wickerson Road Improvements Environmental Study Report 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)

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. (2.5) Agreement Extension with Trojan Technologies for the Use of the Decommissioned Westminster Wastewater Plant (Relates to Bill No. 89)

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the proposed By-law as appended to the staff report dated February 20, 2019 BE INTRODUCED at the Municipal Council Meeting of March 5, 2019 to:

a) approve the Amending Agreement with Trojan Technologies; and,

b) authorize the Mayor and the City Clerk to execute the Agreement extension. (2019-E03)

Motion Failed

Motion made by: M. van Holst
Seconded by: S. Lewis

That the Agreement Extension with Trojan Technologies for the use of the decommissioned Westminster Wastewater Plant BE REFERRED back to the Civic Administration, in order for additional discussion 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, A. Hopkins, P. Van Meerbergen, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): S. Turner

Motion Passed (14 to 1)

15. (4.2) Downtown OEV East - West Bikeway Corridor Evaluation

Motion made by: P. Squire

That the following actions be taken with respect to implementation of cycling infrastructure:

a) the temporary bike lane for King Street, scheduled for installation in 2019, BE DEFERRED until such time as the Municipal Council has made decisions regarding the rapid transit project, pending the above-noted Council decisions related to transit projects, the matter of temporary King Street bike lane be brought back to the Civic Works Committee for additional consideration; and,

b) the matter of the Downtown OEV East-West Bikeway BE REFERRED back to the staff in order to have further consultation related to a viable Dundas Street corridor solution;

it being noted that the Civic Works Committee received the attached presentations from:

- P. Kavcic, Transportation Design Engineer

- J. Pastorius, Manager, Old East Village BIA

- D. Hall, Executive Director, London Cycle Link

- G. Gallacher, Board Chair, LDBA-verbal presentation

Motion made by: P. Squire

That part b) of item 4.2 BE APPROVED.

b) the matter of the Downtown OEV East-West Bikeway BE REFERRED back to the staff in order to have further consultation related to a viable Dundas Street corridor solution;

it being noted that the Civic Works Committee received the attached presentations from:

- P. Kavcic, Transportation Design Engineer

- J. Pastorius, Manager, Old East Village BIA

- D. Hall, Executive Director, London Cycle Link

- G. Gallacher, Board Chair, LDBA-verbal presentation

Yeas: (1): P. Van Meerbergen

Nays: (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

Motion Failed (1 to 14)

Motion made by: J. Helmer
Seconded 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 Downtown OEV East – West Bikeway Corridor Evaluation:

a) the preferred alternative identified herein as the Dundas Street and Queens Avenue Old East Village (OEV) Hybrid BE ENDORSED for implementation which is generally described as:

i) an improved connection between the Thames Valley Parkway and Dundas Place;

ii) a shared cycling route along Dundas Place between Ridout Street and Wellington Street;

iii) an uni-directional cycle tracks on Dundas Street between Wellington Street and William Street;

iv) a cycle track couplet on Dundas Street (eastbound) and Queens Avenue (westbound) between William Street and Quebec Street through the Old East Village; and,

b) The proposed recommendations of the Evaluation BE INCORPORATED into the Cycling Master Plan;

c) the Civic Administration BE DIRECTED to further assess pedestrian connectivity in the Old East Village for consideration in the development of capital programs; and,

d) the Civic Administration BE DIRECTED to undertake additional public consultation during project design and implementation phases.

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, E. Peloza, and A. Kayabaga

Nays: (1): S. Hillier

Motion Passed (14 to 1)

Motion made by: P. Squire

That part a) of item 4.2 BE APPROVED.

a) the temporary bike lane for King Street, scheduled for installation in 2019, BE DEFERRED until such time as the Municipal Council has made decisions regarding the rapid transit project, pending the above-noted Council decisions related to transit projects, the matter of temporary King Street bike lane be brought back to the Civic Works Committee for additional consideration; and,

Yeas: (7): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (8): M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Motion Failed (7 to 8)

8.4 5th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 5th Report of the Planning and Environment Committee BE APPROVED, with the exception of Item 11(2.5).

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 Councillor P. Squire disclosed a pecuniary interest in clause 2.5 of this Report, having to do with the application by Sunningdale Golf and Country Club Ltd., relating to the property located at 379 Sunningdale Road West, by indicating that he is a member of the Sunningdale Golf and Country Club.

Motion Passed

2. (2.1) 2nd Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 2nd Report of the Advisory Committee on the Environment, from its meeting held on February 6, 2019:

a) the Civic Administration BE ADVISED that the Advisory Committee on the Environment recommends that a communication program be developed related to the Bee City implementation that would increase awareness for members of the public as well as between City of London departments; it being noted that the following items were received with respect to London as a Bee City:

- the presentation appended to the 2nd Report of the Advisory Committee on the Environment from L. McDougall, Ecologist Planner, entitled “Protecting and Enhancing Pollinator Habitat in London;
- a verbal delegation from A.M. Valastro;
- a verbal delegation from G. Barrett, Manager – Long Range Planning and Research; and,
- the resubmitted Memo, appended to the agenda, dated August 22, 2018, entitled “Responses to the ACE’s Plight of the Pollinators and Bee City Recommendations (2014 and 2018)”;
- the update document, appended to the agenda, dated Summer 2018, entitled “City of London A Leader in Habitat and Pollinator Protection, Engagement and Creation Initiatives”;

b) the following actions be taken with respect to the Energy and Built Environment Sub-Committee Report dated January 2019:

i) the Civic Administration BE ADVISED that the Advisory Committee on the Environment recommends that the Discover Wonderland Environmental Assessment explore every possible avenue to avoid widening Wonderland Road to six lanes as there are a number of alternative methods that provide better traffic flow, improved options outside of driving ones own personal vehicle (public transit, cycling, walking, etc.), and proper access management; and,

ii) the above-noted sub-committee report BE RECEIVED;

it being noted that verbal delegations from J. Ackworth, Transportation Design Technologist and J. Johnson, Dillon Consulting Limited, were received with respect to this matter; and,

c) clauses 1.1, 3.1 to 3.6, inclusive, 5.1 to 5.5, inclusive, 6.1 and 6.2, BE RECEIVED for information.

Motion Passed

3. (2.2) 1st Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 1st Report of the Trees and Forests Advisory Committee, from its meeting held on January 23, 2019, BE RECEIVED for information.

Motion Passed

4. (2.3) Application - 132, 146 and 184 Exeter Road - Stormwater Management (SWM) Facility Land Acquisition Agreement - 39T-15501

Motion made by: A. Hopkins

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into an Agreement between The Corporation of the City of London and Sifton Properties Limited, for the subdivision of land over Part of Lots 34 and 35, Concession 2, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Exeter Road, between White Oak Road and Wonderland Road South, municipally known as 132, 146 and 184 Exeter Road:

a) the Agreement appended to the staff report dated February 19, 2019 as Appendix “A” between The Corporation of the City of London and Sifton Properties Limited (39T-15501), BE APPROVED;

b) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated February 19, 2019 as Appendix “B”; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute the above-noted Agreement, any amending agreements and all documents required to fulfil its conditions. (2019-L07)

Motion Passed

5. (2.7) Application - 232-240 Oakland Avenue (H-8994) (Relates to Bill No. 103)

Motion made by: A. Hopkins

That, on the recommendation of the Manager, Development Planning, based on the application by BlueStone Properties Inc., relating to the property located at 240 Oakland Avenue, the proposed by-law appended to the staff report dated February 19, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 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 Residential R8 Special Provision (h-5•R8-4(31)) Zone TO a Residential R8 Special Provision (R8-4(31)) Zone to remove the h-5 holding provision. (2019-D09)

Motion Passed

6. (2.8) Application - 1284 Sunningdale Road West - 3 Year Extension of Draft Plan Subdivision - 39T-04510

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, based on the request by Auburn Development Inc., for the property located at 1284 Sunningdale Road West, the Approval Authority BE ADVISED that the Municipal Council supports the granting of a three (3) year extension of the draft plan of subdivision, submitted by Auburn Development Inc., (File No. 39T-

04510), prepared by Stantec Consulting Inc., certified by Jeremy C. E. Matthews (Drawing No. DP2, dated March 31, 2009), as redline revised which shows thirty (30) low density residential blocks, three (3) medium density residential blocks, three (3) park blocks, one (1) SWM Block, walkway blocks and various reserve blocks served by two (2) new collector roads and ten (10) new local streets, SUBJECT TO the revised conditions contained in Appendix "39T-04510" appended to the staff report dated February 19, 2019. (2019-D09)

Motion Passed

7. (2.9) Passage of Amending By-law for Heritage Designated Property at 660 Sunningdale Road East (Relates to Bill No. 91)

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 by-law appended to the staff report dated February 19, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019 to amend the heritage designating by-law for the property at 660 Sunningdale Road East, By-law No. L.S.P.-3476-474; it being noted that this matter has been considered by the London Advisory Committee on Heritage and notice has been completed with respect to the designation, in compliance with the requirements of the Ontario Heritage Act. (2019-R01)

Motion Passed

8. (2.10) Passage of Heritage Designating By-law for 336 Piccadilly Street (Relates to bill No. 92)

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 by-law appended to the staff report dated February 19, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019 to designate 336 Piccadilly Street to be of cultural heritage value or interest; 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

9. (2.11) Application - 2688 Asima Drive (P-9008)

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the application by Rockwood Homes to exempt Block 56, Plan 33M-699 from Part-Lot Control:

a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated February 19, 2019 BE INTRODUCED at a future Municipal

Council meeting, to exempt Block 56, Plan 33M-699 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(2)) in Zoning By-law No. Z.-1, which permits street townhouse dwellings with a minimum garage front yard depth of 5.5m, a minimum exterior side yard main building depth of 3.0m and a minimum interior side yard depth of 1.5m; and,

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 56, Plan 33M-699 as noted in part a) above:

i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;

ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;

iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;

iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

iv) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;

v) the applicant shall enter into any amending subdivision agreement with the City, if necessary;

vi) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;

vii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;

ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;

x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;

xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by

the Building Controls Division for lots being developed in any future reference plan;

xii) the applicant shall provide a draft transfer of the easements to be registered on title for the reciprocal use of parts 3 and 4 by parts 2 and 5; and,

xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part-Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2019-D09)

Motion Passed

10. (2.4) Application - 810 Westdel Bourne, Portion of 1055 Westdel Bourne, 1079 Westdel Bourne, 1959 and 1997 Oxford Street West - Eagle Ridge Subdivision Phase 2 - Special Provisions - 39T-17501

Motion made by: A. Hopkins

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and West Kains Land Corporation and Dr. Hugh Allen (Liahn Farms), for the subdivision of land over Part of Lot 1, Registrar's Compiled Plan No. 400 and Part of Lots 3, 4, 13 and 14, Registrar's Compiled Plan No. 376, (Geographic Township of Delaware), in the City of London, situated on the west side of Westdel Bourne and the north side of Oxford Street West, municipally known as 810 Westdel Bourne, a portion of 1055 Westdel Bourne, 1079 Westdel Bourne, 1959 and 1997 Oxford Street West:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and West Kains Land Corporation and Dr. Hugh Allen (Liahn Farms), for the Eagle Ridge Subdivision, Phase 2 (39T-17501) appended to the staff report dated February 19, 2019 as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues information appended to the staff report dated February 19, 2019 as Appendix "B",

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated February 19, 2019 as Appendix "C"; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute the above-noted Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D09)

Motion Passed

12. (2.6) Urban Forest Health - Oak Wilt

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental and Engineering Services & City Engineer, the staff report dated February 19, 2019 entitled "Urban Forest Health - Oak

Wilt" BE RECEIVED for information; it being noted that the attached presentation was received. (2019-E04)

Motion Passed

13. (3.1) 131 King Street - Obtain a Section 45(1.4) Council Resolution

Motion made by: A. Hopkins

That, the following actions be taken with respect to the property located at 131 King Street:

a) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by Kirkness Consulting Inc., for the property located at 131 King Street;

b) on the recommendation of the Director, Development Services, the staff report dated February 19, 2019 entitled “Delegation Request By: Kirkness Consulting Inc., 131 King Street, Obtain a Section 45(1.4) Council Resolution BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation and reviewed and received the ~~attached~~ presentation from L. Kirkness, Kirkness Consulting, with respect to this matter. (2019-D09)

Motion Passed

14. (3.2) 894 Adelaide Street North - Obtain a Section 45(1.4) Council Resolution

Motion made by: A. Hopkins

That, the following actions be taken with respect to the property located at 894 Adelaide Street North:

a) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by Kirkness Consulting Inc., for the property located at 894 Adelaide Street North; and,

b) on the recommendation of the Director, Development Services, the staff report dated February 19, 2019 entitled "Delegation Request By Kirkness Consulting Inc., 894 Adelaide Street North" BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation and reviewed and received the ~~attached~~ presentation from L. Kirkness, Kirkness Consulting, with respect to this matter. (2019-D09)

Motion Passed

15. (3.3) Application - 1820 Canvas Way - Draft Plan Vacant Land Condominium - 39CD-18513

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, the Approval Authority BE ADVISED that no issues were

raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium by 2584857 Ontario Inc., relating to lands located at 1820 Canvas Way;

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-D09)

Motion Passed

16. (3.4) Application - 2626 Sheffield Boulevard - Draft Plan of Vacant Land Condominium - 39CD-19501

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium by Sifton Properties Ltd., relating to lands located at 2626 Sheffield Boulevard;

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-D09)

Motion Passed

17. (3.5) Application - 1395 Riverbend Road - Application for Zoning By-law Amendment (Z-8924) (Relates to Bill No. 104)

Motion made by: A. Hopkins

That, on the recommendation of the Senior Planner, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 1395 Riverbend Road, the proposed by-law appended to the staff report dated February 19, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6/R7/R8 Special Provision (h•h-206•R5-6(10)/R6-5(42)/R7•D75•H18/R8-4(29)) Zone and a Holding Residential R5/R6 Special Provision (h•h-206•R5-3(18)/R6-5(42)) Zone TO a Holding Residential R6/R7 Special Provision (h•h-206•R6-5(42)/R7( )•D115•H30) Zone with a special provision to permit a seniors apartment building with a maximum 115 units and a retirement lodge with a maximum 150 beds; front and exterior side yard depth to main building (minimum) of 3.0 metres; front and exterior side yard depth to the sight triangle (minimum) of 0.8 metres; lot coverage (maximum) of 40%; and required parking (minimum) of 123 spaces;

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

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement;

- the recommended zoning special provisions are appropriate, and conform with The London Plan, the (1989) Official Plan, and the Riverbend West Five Specific Area Policies; and,

- the proposal is found to be compatible in terms of form, scale, and intensity within the context of existing and planned future development for this area. (2019-D09)

Motion Passed

18. (3.6) 447 Old Wonderland Road (Z-8962) (Relates to Bill No. 105)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Nest on Wonderland, relating to the property located at 447 Old Wonderland Road:

a) the ~~attached~~, revised, proposed by-law appended BE INTRODUCED at the Municipal Council meeting to be held on March 5, 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 Open Space (OS1) Zone and Residential R1 (R1-10) Zone TO a Holding Residential R8 Special Provision/Restricted Office Special Provision (h-5*R8-4(__)/RO2(__)) Zone and a Residential R1 (R1-10) Zone;

b) subject to policy 19.1.1 ii) of the 1989 Official Plan where 'Minor variations from numerical requirements in the Plan may be permitted by Council without an Official Plan amendment, provided that the general intent and objectives of the Plan are maintained', the requested density of 78 units per hectare BE INTERPRETED to conform to the policies of the 1989 Official Plan; and,

c) pursuant to Section 34(17) of the Planning Act, no further public notice BE GIVEN with the exception of the h-5 holding provision for the public site plan;

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

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

- the recommended amendment is consistent with the policies of the Provincial Policy Statement, 2014;

- the recommended amendment is in conformity with the policies of The London Plan; and,

- the recommended amendment is in conformity with the policies of the 1989 Official Plan. (2019-D09)

Motion Passed

19. (3.7) Draft Old East Village Dundas Street Corridor Secondary Plan (O-8879)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the draft Old East Village Dundas Street Corridor Secondary Plan, appended to the staff report dated February 19, 2019 BE RECEIVED for information; it being noted that the draft Secondary Plan will:

- serve as the basis for further consultation with the community and stakeholders and the feedback received through this consultation process; and,

- the outcomes of supporting and informing studies will feed into a revised Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration and approval of the Planning and Environment Committee at a future public participation meeting in the second quarter of 2019;

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-D08)

Motion Passed

20. (3.8) Proposed New City of London Boulevard Tree Protection By-law (Relates to Bill No. 90)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental and Engineering Services & City Engineer, the proposed by-law appended to the staff report dated February 19, 2019 BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019 to regulate planting trees on boulevards in London;

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 this matter. (2019-E04)

Motion Passed

21. (5.1) 3rd Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage from its meeting held on February 13, 2019:

a) the following actions be taken with respect to the Stewardship Sub-Committee Report, from its meeting held on January 30, 2019:

i) the Stewardship Sub-Committee Report, as noted above and appended to the 3rd Report of the London Advisory Committee

on Heritage, BE FORWARDED to J. Ramsay, Project Director, Rapid Transit Implementation so that the comments within it can be incorporated into future Cultural Heritage Evaluation Reports (CHER) and Environmental Project Reports; it being noted that the London Advisory Committee on Heritage supports an individual CHER or Heritage Impact Assessment (HIA) being completed during detailed design for the following six properties that the Stewardship Sub-Committee recommended be further reviewed:

· 740 Richmond Street;

· 744 Richmond Street;

· 746 Richmond Street;

· 136 Wellington Road;

· 138 Wellington Road; and,

· 142 Wellington Road; and,

ii) the following items, related to the above-noted matter, BE RECEIVED:

· the presentation and hand-out appended to the 3rd Report of the London Advisory Committee on Heritage from M. Tovey and J. Hunten with respect to properties located on Richmond Street;

· the presentation and hand-out appended to the 3rd Report of the London Advisory Committee on Heritage from J. Ramsay, Project Director, Rapid Transit Implementation with respect to the Rapid Transit CHERs; and,

· the above-noted Stewardship Sub-Committee Report;

b) the following actions be taken with respect to the Notice of Public Meeting, dated January 24, 2019, from K. Killen, Senior Planner, with respect to an Official Plan Amendment for the Draft Old East Village Dundas Street Corridor Secondary Plan as well as the Old East Village-Dundas Street Corridor Secondary Plan Cultural Heritage Assessment Report (CHAR) prepared by ASI Archaeological and Cultural Heritage Services:

i) K. Killen, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage recommends that the properties included on the Appendix C appended to the above-noted Old East Village-Dundas Street Corridor Secondary Plan Cultural Heritage Assessment Report, be added to the Register (Inventory of Heritage Resources); and,

ii) the above-noted Notice of Public Meeting and CHAR, BE RECEIVED;

c) B. Debbert, Senior Planner, BE ADVISED of the following with respect to the Notice of Planning Application for a Zoning By-law Amendment for the property located at 2096 Wonderland Road North:

· the London Advisory Committee on Heritage (LACH) is not satisfied with the research and assessment of the Heritage Impact Statement (HIS) Addendum, appended to the agenda, from zedd Architecture and Kirkness Consulting;

· the LACH does not support the conclusions of the above-noted HIS Addendum;

· the LACH suggests that further consideration be given to the conservation of the heritage attributes, described in the designating by-law, for the property located at 2096 Wonderland Road North; and,

· the LACH has concerns about the following with respect to this application:

• retaining the Georgian character of the current building;

• massing of the proposed development related to the Georgian farmhouse, particularly townhouse 1, 2, 8 and 9 on the submitted plans;

• proposed window and door replacement, which was proposed to match design treatment of the new townhouses, but should, instead, reflect the Georgian character of the farmhouse;

• the lack of green space to retain the context of the Georgian farmhouse; and,

• potential construction impacts on the heritage building;

it being noted that the presentation appended to the 3rd Report of the London Advisory Committee on Heritage from L. Dent, Heritage Planner, was received with respect to this matter; and,

d) clauses 1.1, 3.1 to 3.3, 3.6, 5.1 to 5.4, inclusive, and 6.1 BE RECEIVED, for information.

Motion Passed

11. (2.5) Application - 379 Sunningdale Road West - Sunninglea Subdivision - Special Provisions - 39T-16504

Motion made by: A. Hopkins

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd., for the subdivision of land over Part of Lot 12, Registrar's Compiled Plan 1028 and Part of Block 104, 33M-633, in the City of London, County of Middlesex, situated on the north side of Sunningdale Road West, between Richmond Street and Wonderland Road North, municipally known as 379 Sunningdale Road West:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd., for the Sunninglea Subdivision, (39T-16504), appended to the staff report dated February 19, 2019 as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues information appended to the staff report dated February 19, 2019 as Appendix "B",

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated February 19, 2019 as Appendix "C"; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D09)

Yeas: (13): 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, and S. Hillier

Nays: (1): A. Kayabaga

Recuse: (1): P. Squire

Motion Passed (13 to 1)

8.5 1st Report of the Audit Committee

Motion made by: J. Helmer

That the 1st Report of the Audit 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. (1.1) Disclosures of Pecuniary Interest

Motion made by: J. Helmer

Councillor S. Turner notes a possible pecuniary interest in item 2.5, having to do with the Internal Audit Plan Refresh Approach and Timing by indicating that his employer, Middlesex London Health Unit, may be included in the internal audit universe.

Motion Passed

2. (1.2) Election of Chair and Vice-Chair for the Term Ending November 30, 2019

Motion made by: J. Helmer

That it BE NOTED that the Audit Committee elected Deputy Mayor Helmer and L. Higgs as Chair and Vice Chair, respectively, for the term ending November 30, 2019.

Motion Passed

3. (2.1) Audit Planning Report for the Year Ended December 31, 2018

Motion made by: J. Helmer

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2018, BE APPROVED.

Motion Passed

4. (2.2) London Downtown Closed Circuit Television Program for the Year Ending December 31, 2018

Motion made by: J. Helmer

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2018, BE RECEIVED.

Motion Passed

5. (2.3) Internal Audit Summary Update

Motion made by: J. Helmer

That the memo dated January 28, 2019, from Deloitte, with respect to the internal audit summary update BE RECEIVED.

Motion Passed

6. (2.4) June 2017-December 2018 Internal Audit Dashboard as at January 28, 2019

Motion made by: J. Helmer

That the communication from Deloitte, regarding the June 2017 - December 2018 internal audit dashboard as of January 28, 2019, BE RECEIVED.

Motion Passed

7. (2.5) Internal Audit Plan Refresh Approach and Timing

Motion made by: J. Helmer

That a meeting of the Audit Committee BE HELD in April, 2019 for the purpose of focusing on the Internal Audit Plan;

it being noted that the communication from Deloitte, regarding the internal audit plan refresh approach and timing, was received.

Motion Passed

8. (2.6) Observation Summary as at January 28, 2019

Motion made by: J. Helmer

That the Observation Summary from Deloitte, as of January 28, 2019, BE RECEIVED.

Motion Passed

9. Added Reports

9.2 7th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 7th Report of the Strategic Priorities and Policy Committee BE APPROVED, with the exception of items 10(4.5) and 11(4.6).

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

Councillor S. Lehman discloses a pecuniary interest in item 4.5 having to do with the confirmation of appointments to the London Downtown Business Association (LDBA), by indicating he is a member of the LDBA.

Motion Passed

2. (2.1) 2019 Assessment Growth Funding Allocation

Motion made by: J. Helmer

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

a) the 2019 Assessment Growth Funding Allocation staff report dated March 4, 2019 BE RECEIVED for information;

b) the Assessment Growth Policy appended to the staff report dated March 4, 2019 as Appendix “B” BE RECEIVED by Council for review, in accordance with the requirement for Council review of the Assessment Growth Policy in the first year of a new Council term; it being noted that the Civic Administration is not recommending any revisions to the policy; and,

c) the Civic Administration BE DIRECTED to engage with relevant stakeholders and report back to municipal council on the feasibility of including assessment growth business cases related to poverty and homelessness support services as part of the 2020 Assessment Growth Funding Allocation.

Motion Passed

3. (2.2) Response to London Middlesex Housing Corporation (LMHC) Requested Changes to the Articles of Incorporation and PricewaterhouseCoopers Internal Audit Report

Motion made by: J. Helmer

That the following actions be taken with respect to requested changes to the Articles of Incorporation and PricewaterhouseCoopers Internal Audit Report for London Middlesex Housing Corporation:

a) on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the Civic Administration's response to London Middlesex Housing Corporation's (LMHC) requested changes to their Articles of Incorporation and PricewaterhouseCooper's Internal Audit Report, dated March 4, 2019, BE RECEIVED for information;

b) the ~~attached~~ presentation from J. Browne, S. Quigley and M. Allen Easton, London & Middlesex Community Housing, with respect to this matter, BE RECEIVED; and,

c) to ensure it is maximizing its investment in housing, civic administration BE DIRECTED to undertake a review of the delivery of housing programs and services that are specific to the shareholder agreement between the City and London Middlesex Community Housing Corporation ("LMCH") as well as the City and Housing Development Corporation, London ("HDC") to evaluate the current service delivery model, including the relationships, roles and functions of the City and the two housing corporations, including any necessary changes to the shareholder declarations, noting that the review be completed in time to inform the development of the 2020-2023 Multi-Year Budget.

Motion Passed

4. (3.1) Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

Motion made by: J. Helmer

That, in consideration of the community input gathered and outlined in the staff report dated March 4, 2019, the following actions be taken with respect to Council's Strategic Plan 2019-2023:

a) the following vision statement BE APPROVED for the 2019-2023 Strategic Plan, "A leader in commerce, culture, and innovation - our region's connection to the World";

b) the following proposed mission statement BE APPROVED for the 2019-2023 Strategic Plan, "A responsive and modern public service partner that fosters change to build a better London for all";

c) the following proposed values BE APPROVED for the 2019-2023 Strategic Plan, "Good governance, driven by community, acting with compassion, moving forward through innovation";

d) the Civic Administration BE DIRECTED to work with the London Abused Women's Centre, in follow-up to the attached letter of March 4th, to add a draft outcome and strategies to support efforts to reduce violence against women in our community and support victims of violence, for council's consideration in the Strategic Plan discussion at Strategic Priorities and Policy Committee, on March 25th, 2019;

it being noted that the ~~attached~~ presentation from the Managing Director, Neighbourhood, Children & Fire Services was received; it being further noted the communication dated February 19, 2019 from M. Powell, President & CEO, F. Galloway, Chair BTTR, Community Mobilization Committee and G. Playford, Board Chair, London Community Foundation, and the communication dated February 26, 2019 from M. Laliberte, Acting Executive Director,

Neighbourhood Legal Services, Co-Chair of London Community Advocates Network and J. Thompson, Executive Director, LIFE*SPIN, Co-Chair of London Community Advocates Network, with respect to this matter were received.

Motion Passed

5. (3.2) Core Area Informed Response - Pilot Update Report

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the following actions be taken with respect to London's Core Area Informed Response:

a) the report, dated February 2019, entitled "London's Core Area Informed Response - A Report on the First 90 Days" BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to take the actions necessary to implement the Coordinated Informed Response in 2019, and on a go-forward basis, subject to the necessary budget approvals;

it being noted that the ~~attached~~ presentation from the City Manager and the Manager, Strategic Initiatives, Homeless Prevention and Housing was received.

Motion Passed

6. (4.1) 1st Report of the Governance Working Group

Motion made by: J. Helmer

That the following actions be taken with respect to the 1st Report of the Governance Working Group from its meeting held on January 14, 2019:

a) the City Clerk BE DIRECTED to make the appropriate arrangements to schedule future meetings of the Governance Working Group (GWG) to be held on Mondays on which a Strategic Priorities and Policy Committee meeting is scheduled to be held, commencing at 2:00 PM, when required;

b) the Municipal Council resolution dated December 19, 2018 regarding a communication from Councillor M. van Holst with respect to Council expense restrictions BE REFERRED to a future meeting of the Governance Working Group to provide Councillor M. van Holst with an opportunity to speak to the matter;

c) the Municipal Council resolution dated December 19, 2018 regarding a communication from Councillor M. van Holst with respect to Council policy for debate at standing committee meetings BE REFERRED to a future meeting of the Governance Working Group to provide Councillor M. van Holst with an opportunity to speak to the matter;

d) the City Clerk BE REQUESTED to bring forward to a future meeting of the Governance Working Group (GWG) a report on processes other municipalities undertake to recruit and appoint members of the public to boards and commissions at the beginning of a Council term; it being noted that the GWG received the

Municipal Council resolution dated December 6, 2018 regarding this matter; and

e) clauses 1.1, 1.2, 2.1, 2.2 and 3.2 BE RECEIVED for information.

Motion Passed

7. (4.2) Resignation from Councillor A. Kayabaga from the London Public Library Board and the Elgin Area Primary Water Supply Board

Motion made by: J. Helmer

That the following actions be taken with respect to the resignation of Councillor A. Kayabaga from the London Public Library Board and the Elgin Area Primary Water Supply System Joint Board of Management:

a) the above-noted resignations BE ACCEPTED;

b) Councillor S. Lewis BE APPOINTED to the London Public Library Board, for the term ending November 15, 2022; and

c) Councillor S. Lehman BE APPOINTED as an Alternate member to the Elgin Area Primary Water Supply System Joint Board of Management, for the term ending November 15, 2022.

Motion Passed

8. (4.3) Request for a Shareholder's Meeting - Housing Development Corporation, London

Motion made by: J. Helmer

That the following actions be taken with respect to the 2018 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

a) the 2018 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 24, 2019, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2018 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration; and,

c) the request for the Shareholder to reappoint D. Brouwer and L. Stevens as Board Members, Class 1, BE RATIFIED at the above-noted annual meeting of the Sole Shareholder;

it being noted that the Strategic Priorities and Policy Committee received a communication dated February 12, 2019 from S. Giustizia, President & CEO, Housing Development Corporation, London with respect to this matter.

Motion Passed

9. (4.4) Confirmation of Appointment to the Old East Village Business Improvement Area

Motion made by: J. Helmer

That Robert Campbell BE APPOINTED to the Old East Village Business Improvement Area Board of Management until April 2019 or until the successors are appointed.

Motion Passed

10. (4.5) Confirmation of Appointments to the London Downtown Business Association Board of Directors

Motion made by: J. Helmer

That consideration of appointments to the London Downtown Business Association Board of Directors, as outlined on the correspondence dated January 31, 2019 with respect to this matter, BE DEFERRED to a future meeting of the Strategic Priorities and Policy Committee.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (3): M. Cassidy, S. Turner, and A. Kayabaga

Motion Passed (11 to 3)

11. (4.6) Request for Rapid Transit and Other Transportation Seeking Public Transit Infrastructure Stream (PTIS) Funding be Directed to the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the following actions be taken with respect to Rapid Transit and other transportation projects related to the Public Transit Infrastructure Stream (PTIS) funding:

a) the Civic Administration BE DIRECTED to:

i) consign to meetings of the Strategic Priorities and Policy Committee (SPPC) all major Bus Rapid Transit (BRT) related matters, including but not limited to reports, presentations and Councillor submissions that have regard to Rapid Transit or any project seeking funding through the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding commitment, noting that this will not include any related property acquisitions;

ii) reports of Rapid Transit Implementation Working Group BE DIRECTED to SPPC; and

iii) continue with this practice until such time as council explicitly directs otherwise; and,

b) the ~~attached~~ update from the Mayor BE RECEIVED.

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)

9.1 6th Report of Council in Closed Session

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

1. That the Council in Closed Session met, in camera, for the purpose of considering the following:

a) A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to an interview for Eldon House Board of Directors. (6.1/6/CSC)

b) A matter that pertains 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 regarding properties located on Birchwood Drive and Meadowvale Drive. (6.1/4/CWC)

c) A matter subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the implementation of King Street Cycling Improvements, including the tendering process.(6.2/4/CWC)

d) A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

e) A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

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

Councillor M. Salih indicates that it has been been brought to his attention that a number of residents who live on Regal Drive had submitted a petition, containing 50 signatures, requesting that the proposed construction of a sidewalk on the

south side of Regal Drive between Magnolia Crescent and Fuller Drive be stopped.

He indicates that the petition sets out concerns with the proposed size of the sidewalk, which he understands will be 6 feet in width and the need for the sidewalk.

Councillor M. Salih asks if the Civic Administration could advise if it would be possible to either remove the sidewalk installation from the list of work to be undertaken or defer the construction of the sidewalk until further dialogue with the neighbourhood has taken place.

The Civic Administration indicates that this work is being undertaken in conjunction with other infrastructure works required to be carried out on the street and that the work is needed.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.'s 85 to 88 and 90 to 105, 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: S. Lehman
Seconded by: A. Kayabaga

That Second Reading of Bill No.'s 85 to 88 and 90 to 105, 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: S. Lewis
Seconded by: S. Turner

That Third Reading and Enactment of Bill No.’s 85 to 88 and 90 to 105, 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)

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

Bill No. 85 A.-7813-67	A by-law to confirm the proceedings of the Council Meeting held on the 5 TH day of March, 2019. (City Clerk)
Bill No. 86 A.-7814-68	A by-law to exempt from taxation for municipal and school purposes a portion of the multi-residential assessed value of the property at 27 Centre Street, in the City of London. (2.5/6/CSC)
Bill No. 87 A.-7815-69	A by-law to approve the Agreement between The Corporation of the City of London and CBI Limited for the provision of Homemaking Services. (2.4/3/CPSC)
Bill No. 88 A.-7816-70	A by-law to approve the Agreement for the delivery of the Bridges Out of Poverty & Circles Initiative between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes. (2.8/3/CPSC)
Bill No. 89	A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement. (2.5/4/CWC) REFERRED BACK
Bill No. 90 CP-22	A by-law relating to planting and preserving of trees on boulevards in the City of London. (3.8/5/PEC)
Bill No. 91 L.S.P.-3476(a)-71	A by-law to amend By-law No. L.S.P.-3476-474, entitled, “A by-law to designate 660 Sunningdale Road East to be of cultural heritage value or interest” to correct the legal description of the subject property.” (2.9/5/PEC)
Bill No. 92 L.S.P.-3479-72	A by-law to designate 336 Piccadilly Street to be of cultural heritage value or interest. (2.10/5/PEC)
Bill No. 93 PS-113-19029	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.” (2.7/4/CWC)
Bill No. 94 PS-113-19030	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.” (2.8/4/CWC)
Bill No. 95 PS-113-19031	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.” (2.10/4/CWC)
Bill No. 96 PW-12-19004	A By-law to amend By-law PW-12, as amended, entitled “A By-law to provide for the Regulation and Prohibition of Noise and Sound” with respect to Temporary Noise Permits. (3.1/3/CPSC)
Bill No. 97 S.-5992-73	A by-law to assume certain works and services in the City of London. (Westbury Subdivision, Plan 33M-641) (City Engineer)
Bill No. 98 S.-5993-74	A by-law to assume certain works and services in the City of London. (Hyde Park Meadows -Phase 1, Plan 33M-605) (City Engineer)

Bill No. 99 S.-5994-75	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Industrial Road, south of Veterans Memorial Parkway) (City Surveyor - pursuant to Consent B.049/18 and in accordance with Zoning By-law Z-1)
Bill No. 100 S.-5995-76	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Sandbar Street, as part of Lawson Road, and as part of Reeves Avenue) (City Surveyor - for unobstructed legal access throughout the Subdivision)
Bill No. 101 S.-5996-77	A by-law to repeal By-law No. S.-5930-146 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 Tailwood to Tailwood Circle and to rename a portion of The Birches to The Birches Place, effective September 1, 2018.” (City Clerk)
Bill No. 102 S.-5997-78	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)
Bill No. 103 Z.-1-192731	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 232-240 Oakland Avenue. (2.7/5/PEC)
Bill No. 104 Z.-1-192732	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1395 Riverbend Road. (3.5/5/PEC)
Bill No.105 Z.-1-192733	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 447 Old Wonderland Road. (3.6/5/PEC)

14. Adjournment

Motion made by: M. Salih
Seconded by: A. Kayabaga

That the meeting be adjourned.

The meeting adjourned at 7:13 PM.

_____

Ed Holder, Mayor

_____

Catharine Saunders, City Clerk

Strategic Priorities and Policy Committee

Report

7th Meeting of the Strategic Priorities and Policy Committee
March 4, 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: M. Hayward, B. Card, J. Carter, B. Coxhead, S. Datars Bere, J. Fleming, M. Galczynski, M. Johnson, O. Katolyk, S. King, G. Kotsifas, L. Livingstone, D. MacRae, S. Mathers, P. J.P. McGonigle, McKague, J. Millson, D. Mounteer, D. O'Brien, K. Pawelec, D. Purdy, J. Richardson, C. Saunders, M. Schulthess, C. Smith, S. Spring, S. Stafford, J. Stanford, B. Westlake-Power, R. Wilcox and J. Yanchula.

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

1. Disclosures of Pecuniary Interest

Councillor S. Lehman discloses a pecuniary interest in item 4.5 having to do with the confirmation of appointments to the London Downtown Business Association (LDBA), by indicating he is a member of the LDBA.

2. Consent

2.1 2019 Assessment Growth Funding Allocation

Moved by: J. Morgan
Seconded by: S. Lewis

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

a) the 2019 Assessment Growth Funding Allocation staff report dated March 4, 2019 BE RECEIVED for information;

b) the Assessment Growth Policy appended to the staff report dated March 4, 2019 as Appendix "B" BE RECEIVED by Council for review, in accordance with the requirement for Council review of the Assessment Growth Policy in the first year of a new Council term; it being noted that the Civic Administration is not recommending any revisions to the policy; and,

c) the Civic Administration BE DIRECTED to engage with relevant stakeholders and report back to municipal council on the feasibility of including assessment growth business cases related to poverty and homelessness support services as part of the 2020 Assessment Growth Funding Allocation.

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)

2.2 Response to London Middlesex Housing Corporation (LMHC) Requested Changes to the Articles of Incorporation and PricewaterhouseCoopers Internal Audit Report

That the following actions be taken with respect to requested changes to the Articles of Incorporation and PricewaterhouseCoopers Internal Audit Report for London Middlesex Housing Corporation:

a) on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the Civic Administration's response to London Middlesex Housing Corporation's (LMHC) requested changes to their Articles of Incorporation and PricewaterhouseCooper's Internal Audit Report, dated March 4, 2019, BE RECEIVED for information;

b) the attached presentation from J. Browne, S. Quigley and M. Allen Easton, London & Middlesex Community Housing, with respect to this matter, BE RECEIVED; and,

c) to ensure it is maximizing its investment in housing, civic administration BE DIRECTED to undertake a review of the delivery of housing programs and services that are specific to the shareholder agreement between the City and London Middlesex Community Housing Corporation ("LMCH") as well as the City and Housing Development Corporation, London ("HDC") to evaluate the current service delivery model, including the relationships, roles and functions of the City and the two housing corporations, including any necessary changes to the shareholder declarations, noting that the review be completed in time to inform the development of the 2020-2023 Multi-Year Budget.

Motion Passed

Voting Record:

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

That the request for delegation status from London & Middlesex Community Housing BE APPROVED to be heard at this time.

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: M. Cassidy
Seconded by: S. Lewis

That the presentation from J. Browne, S. Quigley and M. Allen Easton, London & Middlesex Community Housing BE RECEIVED; and

the Civic Administration's response to London Middlesex Housing Corporation's (LMHC) requested changes to their Articles of Incorporation and PricewaterhouseCooper's Internal Audit Report 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)

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

To ensure it is maximizing its investment in housing, civic administration BE DIRECTED to undertake a review of the delivery of housing programs and services that are specific to the shareholder agreement between the City and London Middlesex Community Housing Corporation (“LMCH”) as well as the City and Housing Development Corporation, London (“HDC”) to evaluate the current service delivery model, including the relationships, roles and functions of the City and the two housing corporations, including any necessary changes to the shareholder declarations, noting that the review be completed in time to inform the development of the 2020-2023 Multi-Year Budget.

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. Scheduled Items

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

That, in consideration of the community input gathered and outlined in the staff report dated March 4, 2019, the following actions be taken with respect to Council’s Strategic Plan 2019-2023:

a) the following vision statement BE APPROVED for the 2019-2023 Strategic Plan, “A leader in commerce, culture, and innovation - our region’s connection to the World”;

b) the following proposed mission statement BE APPROVED for the 2019-2023 Strategic Plan, "A responsive and modern public service partner that fosters change to build a better London for all";

c) the following proposed values BE APPROVED for the 2019-2023 Strategic Plan, “Good governance, driven by community, acting with compassion, moving forward through innovation";

d) the Civic Administration BE DIRECTED to work with the London Abused Women’s Centre, in follow-up to the attached letter of March 4th, to add a draft outcome and strategies to support efforts to reduce violence against women in our community and support victims of violence, for council’s consideration in the Strategic Plan discussion at Strategic Priorities and Policy Committee, on March 25th, 2019;

it being noted that the attached presentation from the Managing Director, Neighbourhood, Children & Fire Services was received; it being further noted the communication dated February 19, 2019 from M. Powell, President & CEO, F. Galloway, Chair BTTR, Community Mobilization Committee and G. Playford, Board Chair, London Community Foundation, and the communication dated February 26, 2019 from M. Laliberte, Acting Executive Director, Neighbourhood Legal Services, Co-Chair of London Community Advocates Network and J. Thompson, Executive Director, LIFE*SPIN, Co-Chair of London Community Advocates Network, with respect to this matter were received.

Motion Passed

Voting Record:

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

That the following vision statement BE APPROVED for the 2019-2023 Strategic Plan:

"A leader in commerce, culture, and innovation - our region's connection to the World".

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (2): A. Hopkins, and A. Kayabaga

Absent: (1): S. Turner

Motion Passed (12 to 2)

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

That the following proposed mission statement BE APPROVED for the 2019-2023 Strategic Plan:

"A responsive and modern public service partner that fosters change to build a better London for all."

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, and A. Kayabaga

Nays: (4): P. Van Meerbergen, S. Turner, E. Peloza, and S. Hillier

Motion Passed (11 to 4)

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

That the following proposed values BE APPROVED for the 2019-2023 Strategic Plan:

"Good governance, driven by community, acting with compassion, moving forward through innovation."

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)

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

That staff be directed to work with the London Abused Women's Centre, in follow-up to the attached letter of March 4th, to add a draft outcome and strategies to support efforts to reduce violence against women in our community and support victims of violence, for council's consideration in the Strategic Plan discussion at SPPC on March 25th, 2019.

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 Core Area Informed Response - Pilot Update Report

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

That, on the recommendation of the City Manager, the following actions be taken with respect to London's Core Area Informed Response:

a) the report, dated February 2019, entitled "London's Core Area Informed Response - A Report on the First 90 Days" BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to take the actions necessary to implement the Coordinated Informed Response in 2019, and on a go-forward basis, subject to the necessary budget approvals;

it being noted that the attached presentation from the City Manager and the Manager, Strategic Initiatives, Homeless Prevention and Housing was 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)

4. Items for Direction

4.1 1st Report of the Governance Working Group

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

That the following actions be taken with respect to the 1st Report of the Governance Working Group from its meeting held on January 14, 2019:

a) the City Clerk BE DIRECTED to make the appropriate arrangements to schedule future meetings of the Governance Working Group (GWG) to be held on Mondays on which a Strategic Priorities and Policy Committee meeting is scheduled to be held, commencing at 2:00 PM, when required;

b) the Municipal Council resolution dated December 19, 2018 regarding a communication from Councillor M. van Holst with respect to Council expense restrictions BE REFERRED to a future meeting of the Governance Working Group to provide Councillor M. van Holst with an opportunity to speak to the matter;

c) the Municipal Council resolution dated December 19, 2018 regarding a communication from Councillor M. van Holst with respect to Council policy for debate at standing committee meetings BE REFERRED to a future meeting of the Governance Working Group to provide Councillor M. van Holst with an opportunity to speak to the matter;

d) the City Clerk BE REQUESTED to bring forward to a future meeting of the Governance Working Group (GWG) a report on processes other municipalities undertake to recruit and appoint members of the

public to boards and commissions at the beginning of a Council term; it being noted that the GWG received the Municipal Council resolution dated December 6, 2018 regarding this matter; and

e) clauses 1.1, 1.2, 2.1, 2.2 and 3.2 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)

4.2 Resignation from Councillor A. Kayabaga from the London Public Library Board and the Elgin Area Primary Water Supply Board

That the following actions be taken with respect to the resignation of Councillor A. Kayabaga from the London Public Library Board and the Elgin Area Primary Water Supply System Joint Board of Management:

a) the above-noted resignations BE ACCEPTED;

b) Councillor S. Lewis BE APPOINTED to the London Public Library Board, for the term ending November 15, 2022; and

c) Councillor S. Lehman BE APPOINTED as an Alternate member to the Elgin Area Primary Water Supply System Joint Board of Management, for the term ending November 15, 2022.

Motion Passed

Voting Record:

Moved by: M. Cassidy
Seconded by: P. Van Meerbergen

That the following actions be taken with respect to the resignation of Councillor A. Kayabaga from the London Public Library Board and the Elgin Area Primary Water Supply System Joint Board of Management:

a) the resignations BE ACCEPTED;

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. Squire
Seconded by: M. Salih

b) Councillor S. Lewis BE APPOINTED to the London Public Library Board, for the term ending November 15, 2022;

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: S. Lehman
Seconded by: A. Hopkins

c) Councillor S. Lehman BE APPOINTED as an Alternate member to the Elgin Area Primary Water Supply System Joint Board of Management, for the term ending November 15, 2022.

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)

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

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

That the following actions be taken with respect to the 2018 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

a) the 2018 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 24, 2019, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2018 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration; and,

c) the request for the Shareholder to reappoint D. Brouwer and L. Stevens as Board Members, Class 1, BE RATIFIED at the above-noted annual meeting of the Sole Shareholder;

it being noted that the Strategic Priorities and Policy Committee received a communication dated February 12, 2019 from S. Giustizia, President & CEO, Housing Development Corporation, London with respect to 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)

4.4 Confirmation of Appointment to the Old East Village Business Improvement Area

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

That Robert Campbell BE APPOINTED to the Old East Village Business Improvement Area Board of Management until April 2019 or until the successors are appointed.

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)

4.5 Confirmation of Appointments to the London Downtown Business Association Board of Directors

Moved by: P. Squire
Seconded by: S. Lewis

That consideration of appointments to the London Downtown Business Association Board of Directors, as outlined on the correspondence dated January 31, 2019 with respect to this matter, BE DEFERRED to a future meeting of the Strategic Priorities and Policy Committee.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (4): M. Salih, M. Cassidy, S. Turner, and A. Kayabaga

Recuse: (1): S. Lehman

Motion Passed (10 to 4)

4.6 Request for Rapid Transit and Other Transportation Seeking Public Transit Infrastructure Stream (PTIS) Funding be Directed to the Strategic Priorities and Policy Committee

That the following actions be taken with respect to Rapid Transit and other transportation projects related to the Public Transit Infrastructure Stream (PTIS) funding:

a) the Civic Administration BE DIRECTED to:

i) consign to meetings of the Strategic Priorities and Policy Committee (SPPC) all major Bus Rapid Transit (BRT) related matters, including but not limited to reports, presentations and Councillor submissions that have regard to Rapid Transit or any project seeking funding through the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding commitment, noting that this will not include any related property acquisitions;

ii) reports of Rapid Transit Implementation Working Group BE DIRECTED to SPPC; and

iii) continue with this practice until such time as council explicitly directs otherwise; and,

b) the attached update from the Mayor BE RECEIVED.

Motion Passed

Voting Record:

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

The Civic Administration BE DIRECTED to:

a) consign to meetings of the Strategic Priorities and Policy Committee (SPPC) all major Bus Rapid Transit (BRT) related matters, including but not limited to reports, presentations and Councillor submissions that have regard to Rapid Transit or any project seeking funding through the $204 million allocated to London under the Federal Public Transit Infrastructure Stream (PTIS) and the $170 million Provincial funding commitment, noting that this will not include any related property acquisitions;

b) reports of Rapid Transit Implementation Working Group BE DIRECTED to SPPC; and

c) continue with this practice until such time as council explicitly directs otherwise.

Yeas: (13): 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: (2): Mayor E. Holder, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That the update from the Mayor 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. Confidential (Enclosed for Members only.)

Moved by: M. van Holst
Seconded by: P. Van Meerbergen

That the Strategic Priorities and Policy Committee recess and reconvene at 8:00 PM, In Closed Session, for the purpose of considering the following:

6.1 ADDED - Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

6.2 ADDED - Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and

advice subject to solicitor-client privilege, including communications necessary for that purpose.

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 Strategic Priorities and Policy Committee recesses at 7:35 PM, and reconvenes, In Closed Session, from 8:00 PM to 9:12 PM.

7. Adjournment

The meeting adjourns at 10:02 PM.

LONDON & MIDDLESEX COMMUNITY HOUSING WE CARE

CREATING THE FRAMEWORK FOR NEW SOLUTIONS

PRESENTATION TO SPPC · MARCH 4, 2019

AGENDA

- Why We're Here
- The Time is Now
- Increasingly Complex Problems
- Current State of LMCH
- Future State of LMCH
- Risk Mitigation
- Our Shared Goal

WHY WE'RE HERE

DEVELOPING A NEW FRAMEWORK FOR THE FUTURE OF LMCH

Changing the future of LMCH, *today*

- New articles of incorporation
- Updated shareholder agreement
- Funding our own future

We *cannot* resolve the housing crisis with status quo solutions.

THE TIME IS NOW

OUR PROBLEMS MULTIPLY THE LONGER WE WAIT

Housing challenges *continue to grow* in London + Middlesex

Those who are spending 30% or more of their total household income on housing, have a housing affordability problem.

In 2015, 45.6% of London renters **spent more than 30% of their income on rent**, up 2% **from 2010**. While this is the same as the average for Ontario, it's 5.7% higher **than the Canadian average**.*

* *Statistics Canada*

INCREASINGLY COMPLEX PROBLEMS

90%

Tenants from **Urgent** or **Special Priority** lists

4,500

Households on the Waitlist for Social Housing

$230+ Million

Investment Needed to Address Aging Infrastructure

CURRENT STATE OF LMCH

WE KNOW WE HAVE WORK TO DO

Current Challenges

- Deep capital needs for future renewal
- State of current housing stock
- Tenants in crisis
- Limited community capacity to provide adequate support

New articles means more potent options for improved and expanded housing strategies.

FUTURE STATE OF LMCH

PULLING OURSELVES UP BY OUR BOOTSTRAPS

These Changes Will Allow Us To:

- Develop new and alternate revenue streams
- Complete full financial planning that incorporates reserve funds
- Increase supportive housing to improve housing stability
- Leverage existing housing stock to regenerate and develop new stock

RISK MITIGATION

CHANGING INCORPORATION ARTICLES FEELS RISKY

Removing business operation restrictions increases shareholder's risk

- Legal
- Financial
- Community Impact

What's the real *risk*?

OUR SHARED GOAL: COMMUNITY RENEWAL

CONNECTING TO LONDON'S STRATEGIC PLAN

Areas of focus:

- Strengthening our community
- Building a sustainable city
- Growing our economy

Housing matters .
People matter *more*.

797 York Street – Unit 5
London ON N5W 6A8
t. (519) 432-2204
f. (519) 679-3918
info@lawc.on.ca

Providing counselling, advocacy and support for abused

City Of London Strategic Plan from Women with Lived Experience

March 1, 2019

Mayor Holder and Members of Council,

Re: Feedback from focus groups with women and girls accessing services at the London Abused Women's Centre

The London Abused Women's Centre (LAWC) provides immediate access to service to women and girls over the age of 12 who are abused by their intimate partners; exploited in prostitution/sex trafficking/pornography and/or subjected to sexual harassment or torture. LAWC also provides support and counselling to family members of women and girls who have been sexually exploited/prostituted/sex trafficked, including women and girls who are missing or disappeared. The agency provides service to women, girls and their family members primarily in London-Middlesex but also across Canada and internationally as requested.

1. **The London Abused Women's Centre recommends that London's strategic plan make as one of its priorities the safety concerns of women and girls who are sexually assaulted, abused in their homes and/or trafficked/sexually exploited.**

According to the London Coordinating Committee to End Woman Abuse (LCCEWA), London Police Service reports 4,058 domestic violence incidents from January to June 2018 which was an increase of 11% over 2017. In London for this same period, 3,348 domestic violence and sexual violence crisis calls were received by crisis and helplines which was a 234% increase over 2017 (LCCEWA, Snapshot 2018). In the 2017/18 fiscal year the London Abused Women's Centre served the needs of 6,045 women and girls representing a 56% increase in service demands from 2017/17 levels.

The Canadian Femicide Observatory for Justice and Accountability reported in January that 148 women and girls were killed in Canada – primarily by men – in 2018. Femicide remains a serious and critical issue for women and girls around the world, including in Canada.

In regards to LAWC's specialized services for sexually-exploited, prostituted and trafficked women and girls, between July 2015 and December 2018, LAWC, in partnership with YOU and Salvation Army Correctional and Justice Services, provided long-term, trauma and victimization-informed counselling, advocacy, outreach and support to 2,015 sexually-exploited/prostituted, sex trafficked and at- risk women, girls and youth. Of the 432 women and girls who were

provided with individual counselling, 380 identified as being trafficked into the sex trade. LAWC received phone or Skype calls, emails or in-agency visits from 153 families/parents who were looking for support because their daughters had been sexually exploited into the sex trade.

London Police Service acknowledges that London is a hub for sex trafficking and reports that, between 2013 and 2018, 285 suspected traffickers were reported in London; 433 individuals were considered to be at a high risk of trafficking; contact was made with 533 individuals (including "independent" and trafficked women and girls); and 492 criminal code charges were laid relating to trafficking (https://bit.ly/2UQAdLx). Between October 16 and November 23, 2018, LPS joined other forces in Southwestern Ontario to conduct a trafficking sting. An online ad selling sexual services posted by LPS resulted in 9,000 views in six days. Police met with 56 women and girls between the ages of 16 and 41 including girls in secondary and post-secondary school.

2. LAWC recommends the City of London continue to listen to the voices of women and girls especially those who are vulnerable and at-risk throughout the strategic planning process.

The London Abused Women's Centre appreciates the invitation by the City of London to host roundtable discussions with women and girls attending service at LAWC to discuss the city's strategic plan. We hope this level of engagement continues throughout the entire process. Over the course of the last 10 days, LAWC facilitated two focus groups with women and girls accessing our services asking them what issues they wanted the City of London to focus on; what their priorities are; what is missing in the draft strategic plan; and what they would like the city to pay attention to. We urge the City of London to always support the voices of vulnerable citizens being heard and to make it standard process that channels for this level of engagement be provided particularly through the agencies that support these vulnerable populations.

The roundtables included 23 women with lived experience of abuse in intimate relationships, sexual assault, sexual exploitation and/or sex trafficking who attended the two focus groups at LAWC. Their feedback is included below.

3. The women with lived experience in the focus groups/roundtables and LAWC recommend the City of London prioritize the need for enhanced access to both emergency shelter and to permanent, safe, affordable housing for women subjected to male violence against women and girls.

Women in the focus group emphasized that they have not been able to access shelter beds in violence against women shelters when they needed them for themselves and their children because all local shelters were full. When they tried to access beds in homeless shelters, after failing to be able to access the VAW shelter, often the homeless shelters were full as well. The women and children were left in unsafe situations.

Women acknowledged the need for more rent-geared-to-income housing so that women leaving abusers or exiting trafficking do not have to wait so long to access permanent housing. Women recommended that, rather than primarily being offered only rent-geared-to-income (which was identified as often unsafe), that an enhanced portable housing benefit be made available to women/girls who have been subjected to male violence trying to leave the abuser or exit trafficking. This housing benefit would allow them to access market-priced housing in neighbourhoods throughout our community. The enhanced benefit would need to provide adequate funding so that they could access safe, affordable housing quickly rather than be waiting for months to be offered rent-geared-to-income housing.

The women recommended the City support the establishment of a safe house with supports for girls and women who have been sex trafficked. The women also highlighted the need for more supportive housing for women who experience multiple barriers – addictions, mental health and abuse.

4. **The women with lived experience in the focus groups/roundtables and LAWC recommend the City of London provide additional funding through programs such as the City of London Community Grants to enhance free trauma-informed services for survivors of male violence against women and girls, that all public service providers be provided with training on being trauma-informed, and that the public be made aware of how to access these services.**

Women requested greater access to free trauma-informed counselling. They identified that waiting list and having to pay for these services were barriers to their ability to access needed counselling and therapy to address the impact of abuse, trauma and violence.

Women reported that public service providers need to be trauma-informed so that survivors/victims of sexual exploitation, trafficking and abuse accessing services have better outcomes.

5. **The women with lived experience in the focus groups/roundtables and LAWC recommend the City of London develop strategies to increase public awareness and education about abuse and all forms of male violence against women and girls.**

Women want women and girls subjected to violence to know where they can go for safety and that there is help available. They want the public to recognize woman abuse, sexual exploitation and sex trafficking as major social issues. They suggested billboards and advertisement on buses or other forms of raising public awareness such as on social media. Raising public awareness will encourage women and girls to reach out and connect with support when they need it.

6. **The women with lived experience in the focus groups/roundtables and LAWC recommend the City of London continue to regulate and reduce the number of licenses for adult entertainment establishments as these establishments inherently promote male violence against women and girls.**

7. **The women with lived experience in the focus group/roundtables and LAWC recommend the City of London support enhanced safety of women and girls on the streets of London.**

The women recommended improving street lighting, improving bus service so the service is free to those on low income, supporting the extension of bus services so buses run later and more often, enhancing safety at bus stops, and addressing the problem of street preachers harassing women and girls.

Megan Walker
Executive Director
London Abused Women's Centre

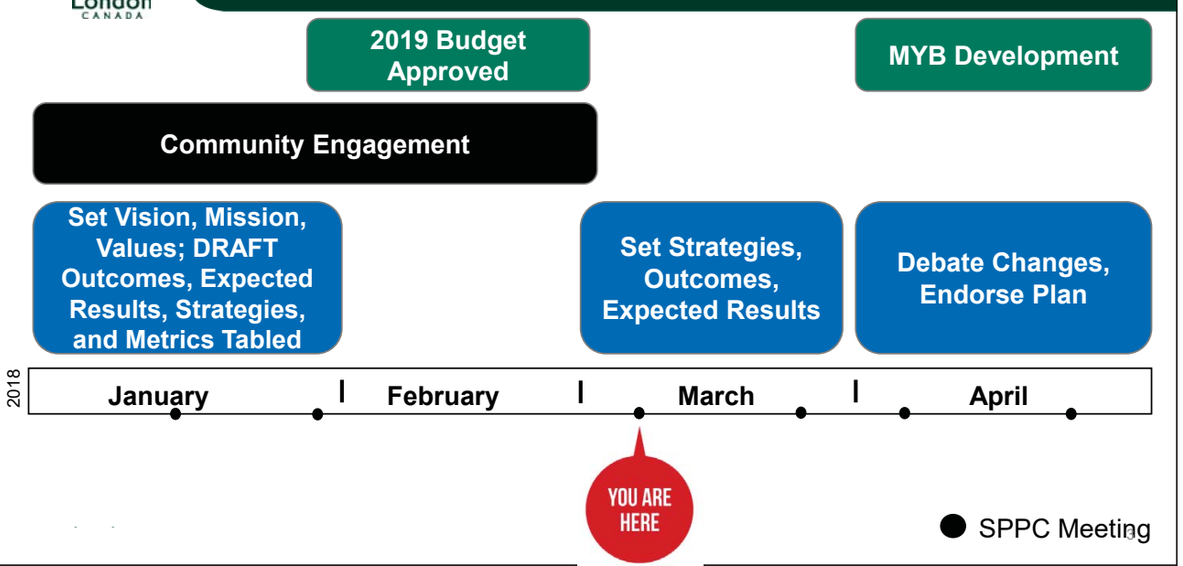
Council's Strategic Plan 2019-2023

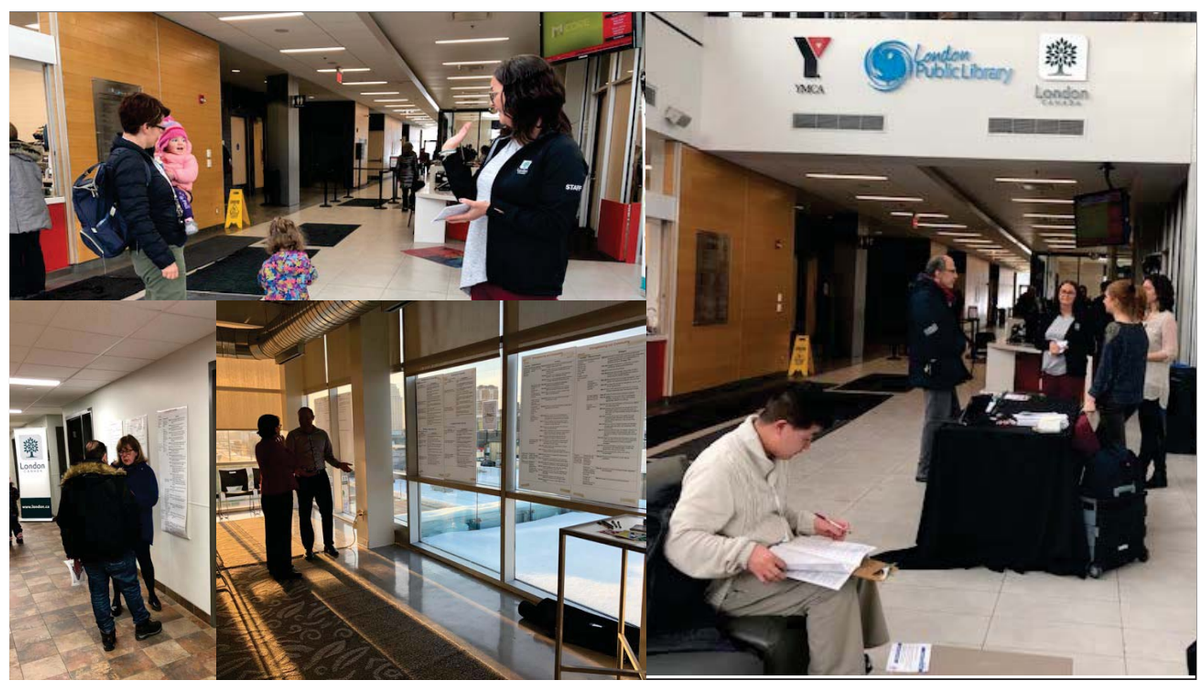
March 4th, 2019 SPPC

Agenda

- **Key Timelines and Deliverables**
- **Vision, Mission, and Values**
  - Community Feedback
  - Council sets the 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)

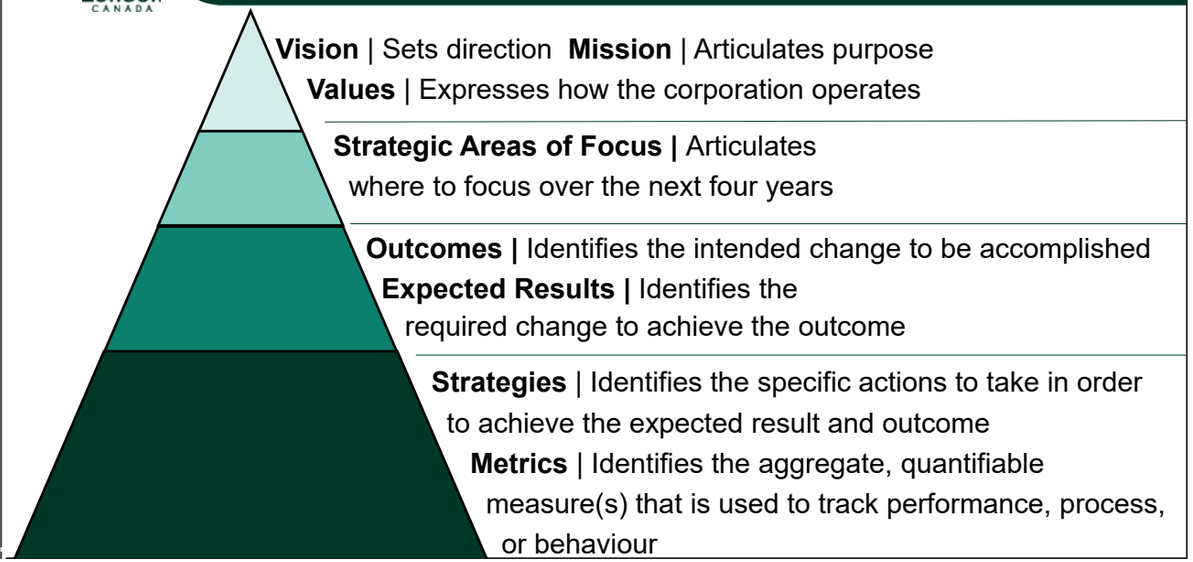
www.getinvolved.London.ca

- **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



Vision, Mission, and Values

Current Vision, Mission, and Values

Vision (sets direction)

"A leader in commerce, culture, and innovation — our region's connection to the World."

Mission (articulates purpose)

"At Your Service —a respected and inspired public service partner, building a better city for all."

Values (expresses how the corporation operates)

- Individual Responsibility
- Collaboration
- Collective Accountability
- Innovation

Preliminary Vision Statements

1. Our region's capital, advancing commerce and connecting people through culture, entertainment, and sport as the heart of Southwestern Ontario.
2. A bold leader in fostering an innovative, prosperous, and liveable city connected to the world.
3. A diverse community of neighbours building for a prosperous future.
4. A city of unlimited potential where enterprise is valued and dreams are realized.
5. A resilient community where all are welcomed and valued, building for a prosperous future.

Community Engagement: Vision

Most Important

- Community
- Livable
- Connection
- Prosperous
- Diverse
- Welcoming
- Valued
- Resilience
- Neighbours
- Innovation
- Culture
- Commerce
- Leader
- World

Suggested Additions

- Livable
- Sustainability
- Innovative
- Diversity
- Community
- Environment
- Compassion
- Neighbourhoods

Community Engagement: Vision

If you were to write a Vision statement for the City of London, what would it say?

1. London aspires to model a socially, environmentally, and economically sustainable community - where quality of life is enhanced for all.
2. Recognizing climate change & citizens' needs, London aspires to lead in adopting green tech to achieve a livable city for all to thrive.
3. Welcoming neighbourhoods leading in innovation, enterprise, compassion and community connected to the world.
4. A City that people enjoy living in.

Community Engagement: Vision

If you were to write a Vision statement for the City of London, what would it say? (continued)

5. Leader in fostering an innovative, prosperous, & liveable city connected to SW Ontario & to the World, through Health, Environment & Culture
6. Environmental sustainability through adoption of green tech. Enhancing livability for all, including fellow Londoners with greater needs.
7. A bold leader in fostering an innovative, prosperous, sustainable, resilient, and liveable city connecting our region to the world.

Community Engagement: Vision

If you were to write a Vision statement for the City of London, what would it say? (continued)

8. Beauty, Respect for heritage, Unique, Recovery, Strength, Trust in our Police services, better management of money spent on projects.
9. A diverse community of connected neighbours engaged with leaders to building for a prosperous future.
10. A city of potential for prosperity and innovation shared justly among all for a sustainable future.
11. A resilient and bold city that fosters diversity and innovation.
12. An inquiring community, collaborating with neighbours throughout Ontario to learn & fulfill our potential.

Vision: Proposed Statement(s)

Council sets Vision

Vision: sets direction

Current Vision, Mission, and Values

Vision (sets direction)

"A leader in commerce, culture, and innovation — our region's connection to the World."

Mission (articulates purpose)

"At Your Service —a respected and inspired public service partner, building a better city for all."

Values (expresses how the corporation operates)

- Individual Responsibility
- Collective Accountability
- Collaboration
- Innovation

Preliminary Mission Statements

1. A responsive and modern public service partner that fosters change to build a better London for all.
2. Engaged and responsible public servants building a better city for all.
3. Delivering opportunity with respect, compassion, and accountability.
4. Serving in partnership with respect, equity, and inclusion to build a better city for all.
5. To help Londoners prosper and grow in an inclusive and connected community.

Community Engagement: Mission

Most Important	Suggested Additions	
• Responsive • Respect • Inclusive • Engaged • Service • Partner	• Citizens • Community • Respected • Diversity • Modern	• Inspiring • Transparent / accountable • Responsive • Service • Reasonable

Community Engagement: Mission

If you were to write a Mission statement for the City of London, what would it say?

1. To deliver services to citizens at a reasonable price in a reasonable time.
2. London's citizens are engaged in its environmental progress and empathetic, compassionate service to and for each other so all may thrive.
3. To maintain a city which respects all kinds of people: e.g. the old and the young, liberals and conservatives, not just "change" advocates.
4. Empowering citizens to contribute to dynamic, diverse communities under optimized municipal conditions.

Community Engagement: Mission

If you were to write a Mission statement for the City of London, what would it say? (continued)

5. Building sustainability today, for the London of tomorrow.
6. To help Londoners prosper and grow in an inclusive and connected community by delivering opportunity with respect, compassion and accountability.
7. An engaged and innovative public service partner that fosters change to build a better London for all.
8. Delivering responsive and inclusive public services with respect, compassion and accountability.

Community Engagement: Mission

If you were to write a Mission statement for the City of London, what would it say? (continued)

9. We work to learn about empower less heard voices. WE move forward with words and action which liberate and promote peace.
10. Working with community to serve community.
11. Working together for a safe, secure, modern, environmentally kind and culture rich city.

Mission: Proposed Statement(s)

Council sets Mission

Mission: articulates purpose

Current Vision, Mission, and Values

Vision (sets direction)

"A leader in commerce, culture, and innovation — our region's connection to the World."

Mission (articulates purpose)

"At Your Service —a respected and inspired public service partner, building a better city for all."

Values (expresses how the corporation operates)

- Individual Responsibility
- Collective Accountability
- Collaboration
- Innovation

Preliminary Values Statements

1. Good governance, driven by community, acting with compassion, moving forward through innovation.*
2. Results focused
   Collective accountability
   Serving a diverse community
3. Initiative
   Integrity
   Compassion
   Inclusivity
   Accountability

Preliminary Value Statements cont'd

* To be considered:

(energetic collaboration, clear and lateral thinking, calculated risk taking, strong ROI and SOI, value for money, rapid advancement, technological innovation, economic vitality, individual sustainability, municipal self-sufficiency, personal productivity)

Community Engagement: Values

Most Important	Suggested Additions
• Compassion • Innovation • Diversity • Moving forward • Accountability • Community • Sustainability	• Caring/Compassion • Diversity & Inclusion • Stewardship • Equity & Equality • Integrity • Accountability

Community Engagement: Values

If you were to develop Values for the City of London, what would they be?

1. Good governance and excellent staff provide the best possible services to residents.
2. Accountable governance, driven by community, acting with compassion, moving forward through innovation and calculated risk-taking.
3. Everyone working together so all may thrive in a safe, clean, dynamic city.

Community Engagement: Values

If you were to develop Values for the City of London, what would they be? (continued)

4. Integrity, inclusiveness, innovation.
5. Be good stewards of our taxes, Real Integrity with accountability, Truthful service to all.
6. People's well being.
7. Caring and tending to our city: land, water, people, infrastructure, and rich cultures/diversity with respect and strategic planning.
8. Innovation, Leadership, Accountable.

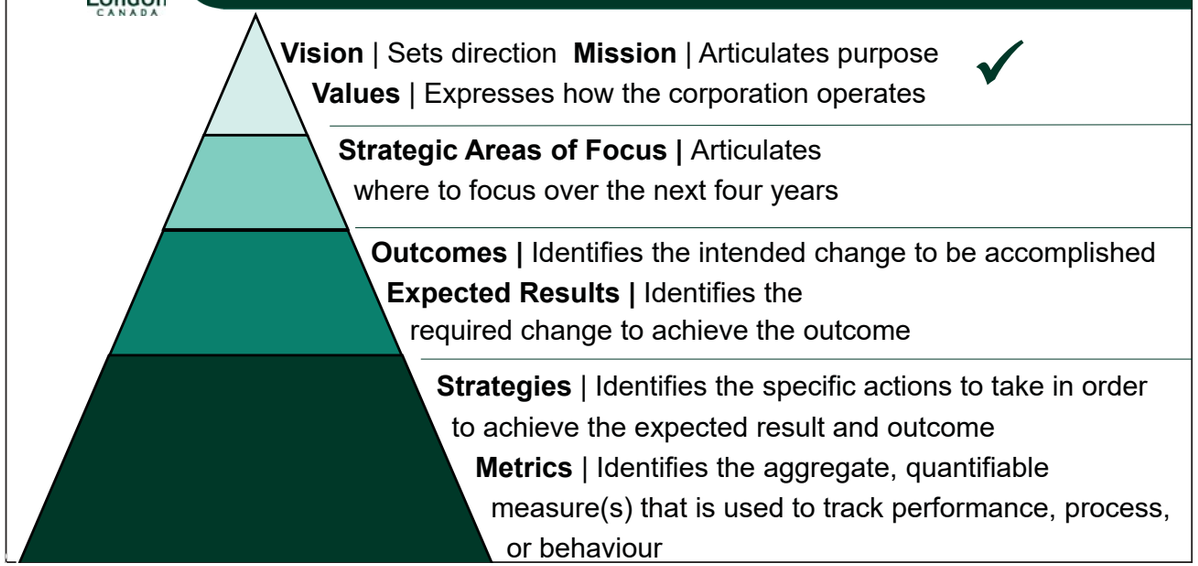
Values: Proposed Statement(s)

Council sets Values

Values: expresses how the corporation operates

Outcomes, Expected Results, and Strategies

Strategic Plan Approach

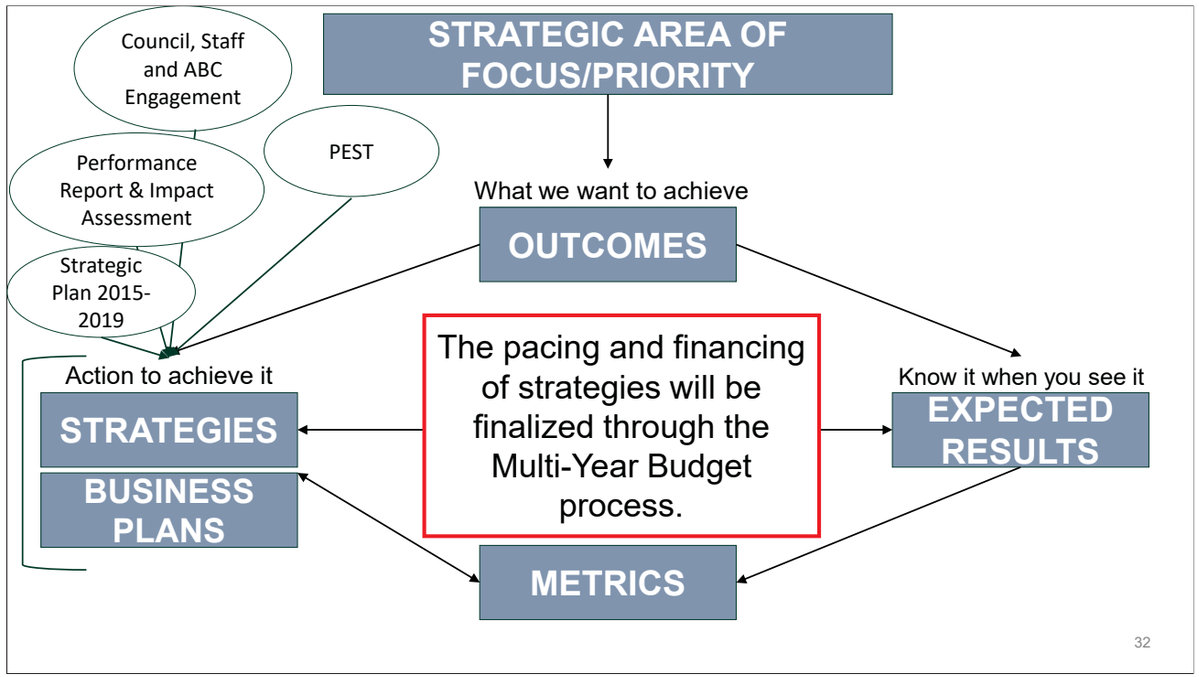


Vision | Sets direction **Mission** | Articulates purpose ✓
Values | Expresses how the corporation operates

Strategic Areas of Focus | Articulates where to focus over the next four years

Outcomes | Identifies the intended change to be accomplished
Expected Results | Identifies the required change to achieve the outcome

Strategies | Identifies the specific actions to take in order to achieve the expected result and outcome
Metrics | Identifies the aggregate, quantifiable measure(s) that is used to track performance, process, or behaviour



Process to Set Outcomes, Expected Results, and Strategies

Step 1: Community engagement 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

Community Engagement: Outcomes

Outcomes (in order of importance)

- **Outcome 3)** Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city
- **Outcome 2)** Londoners are engaged and have a sense of belonging in their neighbourhoods and community
- **Outcome 1)** Londoners have access to the supports they need to be successful
- **Outcome 4)** London's neighbourhoods have a strong character and sense of place

Community Engagement: Expected Results

Outcome 1) Londoners have access to the supports they need to be successful

Expected Results (in order of importance)

b) Reduce the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless

c) Support improved access to mental health and addictions services

a) Increase affordable and quality housing options

d) Decrease the number of London residents experiencing poverty

f) Improve the health and well-being of Londoners

e) Increase opportunities for individuals and families

Community Engagement: Outcomes

Outcome 2) Londoners are engaged and have a sense of belonging in their neighbourhoods and community

Expected Results (in order of importance)

b) Increase the number of meaningful opportunities for residents to be connected in their neighbourhood and community

a) Increase the number of residents who feel welcomed and included

Community Engagement: Expected Results

Outcome 3) Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city

Expected Results (in order of importance)

c) Increase resident use of community gathering spaces

d) Increase neighbourhood safety

b) Increase participation in recreation, sport, and leisure activities

a) Continue to invest in culture

Community Engagement: Expected Results

Outcome 4) London's neighbourhoods have a strong character and sense of place

Expected Results (in order of importance)

a) Ensure that new development fits within and enhances its surrounding community

c) Increase the number of community gathering spaces in neighbourhoods

b) Continue to conserve London's heritage properties and archaeological resources

Community Engagement: Strategies

Strategies (top 10 most mentioned)

SOC-05 Create more purpose-built, sustainable, affordable housing stock in London.

SOC-08 Strengthen and support the mental health and addictions system.

SOC-06 Implement coordinated access to mental health and addictions services and supports.

SOC-15 Continue to provide access to planned and managed pathway systems and nature trails within parks and open spaces.

SOC-03 Strengthen the support for individuals and families in need of affordable housing.

Community Engagement: Strategies

Strategies (top 10 most mentioned)

SOC-02 Increase supportive and specialized housing options for households experiencing chronic homelessness.

SOC-29 Remove barriers to access recreation, sport, leisure, and leadership programs and services.

SOC-09 Continue to support and develop collaborative approaches to

SOC-04 Utilize innovative regulations and investment to facilitate affordable housing development.

SOC-21 Support neighbourhood festivals, cultural events, and activities across the city.

Community Engagement

Anything Missing – Major Themes

- Affordable Housing & Homelessness
- Poverty
- Neighbourhoods & Engagement
- Mental Health & Addictions
- Diversity & Inclusion
- Arts & Culture
- Safety & Supports for Women & Girls

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

Community Engagement: Outcomes

Outcomes (in order of importance)

- **Outcome 4)** Londoners can move around the city safely and easily in a manner that meets their needs
- **Outcome 1)** London's infrastructure is built, maintained, and operated to meet the long-term needs of our community
- **Outcome 2)** London's growth and development is well planned and sustainable over the long term
- **Outcome 3)** London has a strong and healthy environment

Community Engagement: Expected Results

Outcome 1) London's infrastructure is built, maintained, and operated to meet the long-term needs of our community

Expected Results (in order of importance)

b) Build infrastructure to support future development and protect the environment

a) Maintain or increase current levels of service

c) Manage the infrastructure gap for all assets

Community Engagement: Expected Results

Outcome 2) London's growth and development is well planned and sustainable over the long term

Expected Results (in order of importance)

b) Direct growth and intensification to strategic locations

a) Improve London's resiliency to respond to potential future challenges

Community Engagement: Expected Results

Outcome 3) London has a strong and healthy environment

Expected Results (in order of importance)

d) Conserve energy and increase actions to respond to climate change and severe weather

c) Protect and enhance waterways, wetlands and natural areas

a) Increase waste reduction, diversion and resource recovery

b) Increase community knowledge and action to support the environment

Community Engagement: Expected Results

Outcome 4) Londoners can move around the city safely and easily in a manner that meets their needs

Expected Results (in order of importance)

a) Increase access to transportation options

d) Improve the quality of pedestrian environments to support healthy and active lifestyles

b) Manage congestion and travel times

c) Improve safety for all modes of transportation

Community Engagement: Strategies

Strategies (top 10 most mentioned)

BSC-12 Prepare detailed plans for strategic locations.

BSC-13 Revitalize London's downtown and urban areas.

BSC-05 Work with multi-sectors to finalize the Climate Change/Severe Weather Adaptation Strategy for London's built infrastructure.

BSC-15 Work with residents and organizations to implement the 60% Waste Diversion Action Plan.

BSC-19 Improve water quality in the Thames River.

Community Engagement: Strategies

Strategies (top 10 most mentioned)

BSC-10 Advance sustainability and resiliency strategies

BSC-37 Plant more trees to increase the city's tree canopy cover.

BSC-03 Regenerate and revitalize LMHC/Community Housing sites.

BSC-26 Build more infrastructure for walking and bicycling.

BSC-32 Implement a rapid transit system to improve the reliability and capacity of existing transit service and support London Plan city building.

Community Engagement

Anything Missing – Major Themes

- Infrastructure
- Transportation
- Environment
- Community Involvement

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for <u>Building a Sustainable City</u>**

Growing our Economy

Community Engagement: Outcomes

Outcomes (in order of importance)

- **Outcome 3)** London creates a supportive environment where entrepreneurs, businesses and talent can thrive
- **Outcome 2)** London is a leader in Ontario for attracting new jobs and investments
- **Outcome 1)** London will develop a top quality workforce

Community Engagement: Expected Results

Outcome 1) London will develop a top quality workforce

Expected Results (in order of importance)

b) Increase opportunities between potential employers, post-secondary institutions, and other employment and training agencies

a) Increase access employers have to the talent they require

GROWING OUR ECONOMY

Community Engagement: Expected Results

Outcome 2) London is a leader in Ontario for attracting new jobs and investments

Expected Results (in order of importance)

a) Increase partnerships that promote collaboration, innovation and investment

e) Maintain foreign investment attraction, local retention and growth and entrepreneurship support programs

d) Increase public and private investment in amenities that attract visitors, a talented workforce, and investment

c) Increase public and private investment in strategic locations

b) Maintain viability in key global markets

GROWING OUR ECONOMY

Community Engagement: Expected Results

Outcome 3) London creates a supportive environment where entrepreneurs, businesses and talent can thrive

Expected Results (in order of importance)

a) Increase access to supports for entrepreneurs, small businesses, and community economic development

c) Increase the availability of serviced land in strategic locations

b) Increase efficiency and consistency for administrative and regulatory processes

GROWING OUR ECONOMY

Community Engagement: Strategies

Strategies (top 10 most mentioned)

GOE-01 Increase employers' access to resources to help achieve best practices in talent recruitment and retention.

GOE-04 Increase the number of connections between employers, post-secondary students, newcomers, and other employment and training agencies.

GOE-05 Attract, retain, and integrate international students, and newcomer skilled workers, and entrepreneurs.

GOE-03 Increase the number of local internship opportunities.

GROWING OUR ECONOMY

Community Engagement: Strategies

Strategies (top 10 most mentioned)

GOE-09 Plan for High Speed Rail.

GOE-07 Implement the Smart City Strategy.

GOE-20 Ensure job growth through attraction of new capital from a diverse range of markets and industries.

GOE-08 Seek out and develop new partnerships and opportunities for collaboration.

GOE-02 Increase Ontario Works client participation within employment activities.

GOE-06 Expand opportunities and activities through the London Waste to Resources Innovation Centre.

GROWING OUR ECONOMY

Community Engagement Results

Anything Missing – Major Themes

- Jobs, Industry, and the Economy
  - Attracting talent
  - Local retention
  - Support for small and local business

GROWING OUR ECONOMY

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for <u>Growing our Economy</u>**

Leading in Public Service

LEADING IN PUBLIC SERVICE

Community Engagement: Outcomes

Outcomes (in order of importance)

- **Outcome 1)** The City of London is trusted, open and accountable in service of our community
- **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
- **Outcome 2)** Londoners experience exceptional and valued customer service

LEADING IN PUBLIC SERVICE

Community Engagement: Expected Results

Outcome 1) The City of London is trusted, open and accountable in service of our community

Expected Results (in order of importance)

a) Increase opportunities for residents to be informed and participate in local government

b) Improve public accountability and transparency in decision making

c) Build relationships with Indigenous peoples that are respectful, transparent, responsive and accountable

LEADING IN PUBLIC SERVICE

Community Engagement: Expected Results

Outcome 2) Londoners experience exceptional and valued customer service

Expected Results (in order of importance)

d) Reduce barriers to access city services and information

c) Increase efficiency and effectiveness of service delivery

e) Increase the use of technology to improve service delivery

a) Increase community and resident satisfaction of their service experience with the City

b) Increase responsiveness to our customers

LEADING IN PUBLIC SERVICE

Community Engagement: Expected Results

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 Results (in order of importance)

d) Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term

e) Enhance the ability to respond to new and emerging technologies and best practices

c) Maintain a safe and healthy workplace

b) Attract and retain a talented workforce

a) Increase the diversity of the city's workforce

LEADING IN PUBLIC SERVICE

Community Engagement: Strategies

Strategies (top 10 most mentioned)

LPS-01 Develop and deliver a corporate communications strategy, including staff training and tools to enhance communications and public engagement.
LPS-03 Increase access to information to support community decision making.
LPS-04 This strategy must be developed in partnership with Indigenous peoples, including local First Nations.
LPS-07 Streamline customer intake and follow-up across the corporation.
LPS-06 Research and respond to emerging planning trends and issues.

LEADING IN PUBLIC SERVICE

Community Engagement: Strategies

Strategies (top 10 most mentioned)

LPS-10 Promote and strengthen continuous improvement practices.

LPS-05 Create new and/or enhance opportunities for residents and neighbourhood groups to engage on program and service needs.

LPS-11 Demonstrate leadership and accountability in the management and provision of quality programs, and services.

LPS-12 Accommodate long-term space needs for the City of London and optimize service delivery locations.

LPS-08 Implement customer service standards.

LEADING IN PUBLIC SERVICE

Community Engagement

Anything Missing – Major Themes

- Partnerships, Accountability & Community Involvement
  - Community relationships and engagement opportunities
  - Implementation of municipal best practices

LEADING IN PUBLIC SERVICE

Council Sets Outcomes, Expected Results, and Strategies

- **Council to review Outcomes, Expected Results, and Strategies line by line for <u>Leading in Public Service</u>**

Next Steps

March 25, 2019 SPPC Meeting:
- Council continues to set the Strategic Plan

April 8, 2019 SPPC Meeting:
- Council debates any final changes to the Strategic Plan

April 23, 2019 SPPC Meeting:
- Council approves the Strategic Plan 2019-2023

Thank You!

London CANADA

London's Core Area Informed Response

A Report on the **First 90 Days**

London's Response to Street Involved Activity Including Unpredictable, Disruptive Behaviours, Urban Camping, and Sleeping Rough.

March 2019

London CANADA

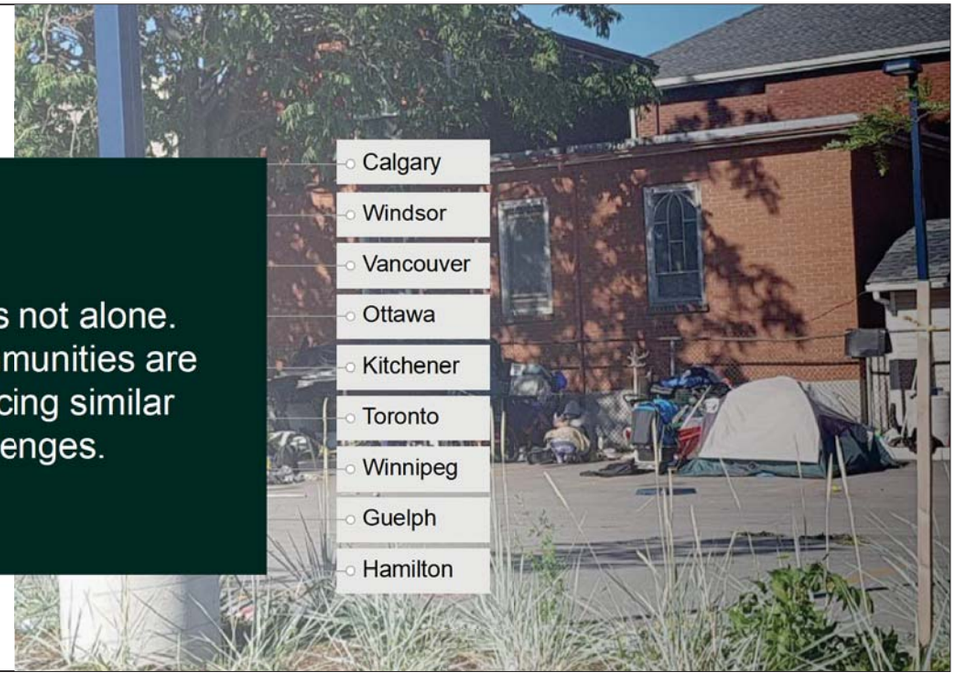
Homeless Prevention and Housing

London CANADA

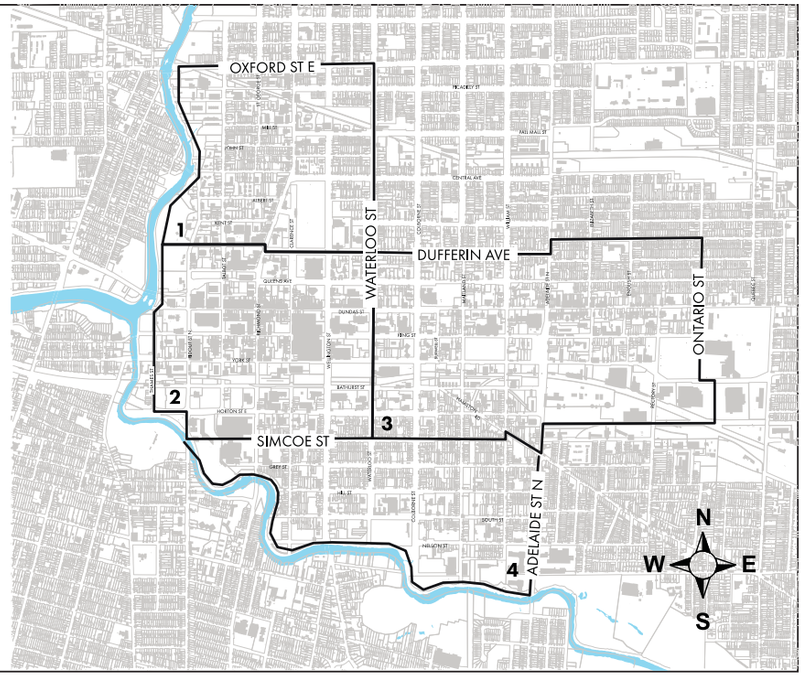
Challenges

- Substance abuse and addiction
- Untreated mental illness
- Homelessness
- Pressures on the services and supports available

London CANADA



London is not alone. Other communities are experiencing similar challenges.



The Pilot - September to December

- Determined new ways to coordinate with City services and community organizations and services
- Piloted the short-term actions
- Provided an immediate proactive response to address the issues causing public concern
- Learned more about what was happening in London
- Collected data to strengthen the Core Area Informed Response
- Funded activities from within existing budgets

What did we do during the Core Area Informed Response pilot?

During the Core Area Informed Response pilot, the City of London and its partners collaboratively worked to:

Solve Homelessness

- **196** instances of sleeping rough were addressed
- **85** referrals were made to emergency shelter
- **49** housing viewings were attended with individuals
- **94** urban camps were removed
- **93** individuals were provided with housing search support
- **13** individuals were housed

Clean Up Public and Private Spaces

- **132,945** syringes were recovered from needle bins in the core area
- **1,997** syringes were recovered from urban camps and sleeping rough locations
- **401** instances of debris in public spaces were cleaned up
- **84** bins of garbage were picked up from urban camps and sleeping rough locations

Protect the Well-Being of Londoners

- **509** instances of loitering were addressed
- **22** instances of criminal behavior were addressed
- **61** instances of unpredictable, disruptive behavior were addressed
- **6** instances of destruction or vandalism were addressed

Provide Caring and Compassionate Services

- **32** referrals were made to social services
- **30** referrals were made to housing services
- **29** referrals were made to justice services
- **28** referrals were made to health services
- **20** referrals were made to food services

London CANADA

What will we achieve in 2019?

Goal	Outcomes
Caring and Compassionate Proactive Response	• Moving towards 24/7 outreach support • Process for public to report incidents (es@london.ca) • Coordinated action plan and data collection
Focus on Solving Homelessness	• Housing finding team as part of outreach • Target – 40 individuals secure housing
Determine Specialized Housing Response	• Engage community services, define model and prepare for specialized housing

London CANADA

What are the next steps?

1. **Build on the coordination of the response for 2019**
2. **Introduce a city wide program**
3. **Fund 2019 activities from existing budgets and reserve fund (estimate $1.2 million)**
4. **Bring a business case forward as part of the 2020-2023 Multi-Year Budget process**

London
CANADA

March
2019

London's Core Area Informed Response

A Report on the **First 90 Days**

London's Response to Street Involved Activity Including Unpredictable, Disruptive Behaviours, Urban Camping, and Sleeping Rough.

March 4, 2019.

To: London Ward Councillors
Cc: London Residents, London City Clerk, London City Manager

Fellow Members of City Council:

Update On 60-Day London Transit Funding Process

Last month City Council and City Staff began a 60-day process to identify and agree on London transit funding projects to submit to the Province of Ontario, and through them to the Federal Government, to access $374.8 million in Federal/Provincial funding for transit infrastructure improvements for our City. That 60-day process ends March 31 which is 3½ weeks from now. A number of Ward Councillors and members of the Public have asked for an update on that process. The purpose of this note is to provide that update.

Background Of the Funding That Is Available and the 60-Day Timeline
Under the *Investing in Canada* plan the Government of Canada has earmarked $204.8 million for London to improve the capacity of public transit infrastructure, improve the quality and safety of existing and future transit systems, and improve access to public transit systems. In support of that plan the Province of Ontario has earmarked $170 million and London's previous City Council approved $130 million of matching funds. The total identified monies, therefore, are $504.8 million with $374.8 million from senior government with $130 million from the City of London.

Although they have earmarked funds the Government of Canada and the Province have not approved funding. They have requested that the City of London submit proposals for specific projects that each a) meet the Federal/Provincial funding criteria, b) have a well-documented business case, and c) have been approved for submission by London's new City Council. Given the anticipated approvals interruption that will accompany the upcoming Federal election, both the Federal Government and Province encouraged London to submit their proposals by March 31, 2019 in order to improve the odds of funding approval this calendar year. In response, London City Council last month agreed a schedule to identify and approve transit projects for submission; the end date of that schedule is March 31.

Key Dates In The 60-Day Schedule

- **March 6:** package detailing the history of London's transit project to be distributed as part of the Civic Works Committee agenda.
- **March 13**: listing of potential transit projects distributed to City Council and the Public.
- **March 14**: special meeting of the Civic Works Committee to allow City Staff to present an overview of London's transit history and to answer Ward Councillors questions.
- **March 20**: Public Participation Meeting at Centennial Hall starting at 3:00 pm to allow members of the Public to ask questions and voice comments related to the potential transit projects.
- **March 25**: SPPC meeting in Council Chambers to discuss and approve a list of projects for submission to the Province.
- **March 26**: Council Meeting to pass a resolution for the projects to be submitted.
- **March 31**: final date for City Staff to submit the projects to the Province for funding approval.

Other Information On The Process

1. **The criteria for making the Potential Projects list.** It is important to note that this funding discussion will not be London's last. London's Transportation Master Plan calls for $1.3 billion in transportation spending by 2030. The projects being considered for the 60-day plan are ones that can access the $374.8 million in Federal/Provincial funds that were specifically allocated for London public transit projects. With that in mind the criteria for any project making the 60-day Project List are:

    a. It must meet the *Investing in Canada* criteria of being a significant public transit infrastructure project. Projects that focus on transit operational funding (i.e. more frequent bus service) or non-transit funding (i.e. improved roads/bridges for car traffic) do not meet the funding criteria and, therefore, would likely not make the 60-day Project List.

b. It must be a project capable of City Staff providing sufficient cost and engineering information for Federal/Provincial submission within the 60-day deadline. Projects that ready today for funding submission will be more likely to make the Project List than new ideas. That said, transportation planning in London will not end on March 31; it is anticipated that there will be many new and important transportation projects created and approved during the months and years ahead.

2. **What City Staff are currently doing.** Following the February Council resolution directing the creation of potential projects City Staff have worked hard to build that list and to collect the cost and engineering details necessary for City Council and the Public to properly evaluate each project. A discussion of projects without proper cost and engineering detail could result in confusion and poor decision making. City Staff have identified March 13 as the date when the list of projects, with proper details, will be available.

3. **Important similarities and differences versus previous discussions around London transit.** Past discussions around transit infrastructure funding have focused around Bus Rapid Transit (BRT). Regardless of their views on BRT most Londoners have been appreciative of the opportunity to get significant Federal/Provincial funding support and, in so doing, reduce the tax demands on our residents. Not losing that funding is a key focus of the current 60-day timeline. An important difference is while past BRT discussions have been all-or-nothing (i.e. approve or reject the total $504.8 million plan) this process has broken transit into a list of potential projects. This project approach will let Londoners more easily identify improvements they want and to reject those they do not.

While this important London-focused work continues we are keeping the Federal and Provincial Governments in the loop. Both levels of government have been wonderfully supportive and await the submission of the Council-approved projects at the end of this month. We await the tabling of the projects by City Staff, the Public Participation meeting, and discussion in City Council over the next few weeks.

Sincerely,

Mayor Ed Holder

Deputy Mayor Jesse Helmer

MHBC
PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE

KITCHENER
WOODBRIDGE
LONDON
KINGSTON
BARRIE

March 15, 2019

Chair & Members
Planning and Environment Committee
City of London
300 Dufferin Avenue
London, Ontario
N6A 4L9

RE: White Oak - Dingman Secondary Plan, Dingman Creek EA and UTRCA Screening Area Mapping – Item 2.7
OUR FILE 13184A, 1402A

We are submitting this letter on behalf of Bluestone Properties and Tradewinds Properties & Exeter Dingman Investments. Their combined land holdings comprise approximately 97 hectares (240 acres) within the White Oak – Dingman Secondary Plan area.

We wish to provide comments with respect to Item 2.5 – Application – White Oak – Dingman Secondary Plan – Update Report (O-8844) and Item 2.11 – Upper Thames River Conservation Authority – Dingman Creek Subwatershed Screening Area Mapping – Update.

We submitted correspondence to the November 12, 2018 PEC meeting outlining our concerns with the proposed Screening Area map for the Dingman Creek Subwatershed. The mapping represented a preliminary update to the UTRCA's Regulatory Hazard Lands and encompassed large swaths of land within southwest London including developed and undeveloped properties. The mapping also identified a number of major arterial roadways that could now be within floodplain and/or hazard lands under major storm events. As outlined in our November 2018 letter, this could have significant implications on financing, insurance, and liability issues for hundreds of landowners in south west London.

Since then we have met on a number of occasions with City and UTRCA staff to better understand the formulation of the screening mapping and how this would affect our client's lands within the White Oak – Dingman Secondary Plan area. We understand that the UTRCA Floodplain modelling is being further evaluated and that a peer review is underway to assess the draft hydrologic and hydraulic modelling. We support this peer review as the updated Regulatory Floodplain mapping will have far reaching implications on thousands of acres of land in the City and must provide accurate and realistic findings.

As a result of the peer review, we have been advised by City staff that the Secondary Plan for the White Oak Dingman area will need to be deferred until accurate development limits can be established. While we understand the need for the delay, we wish to remind Committee and Council of the importance of these lands in meeting the City's long term economic goals. Further, the City has already invested

significant monies for the installation of major infrastructure to facilitate development of these lands. As such, we encourage the City to place a high priority on the completion of the peer review and to continue to advance the White Oak –Dingman Secondary Plan once the remaining information become available.

We wish to acknowledge the concerted effort of City staff in keeping us and our clients informed of these issues and look forward to achieving a mutually beneficial solution.

Yours truly,

MHBC

Carol Wiebe
Partner

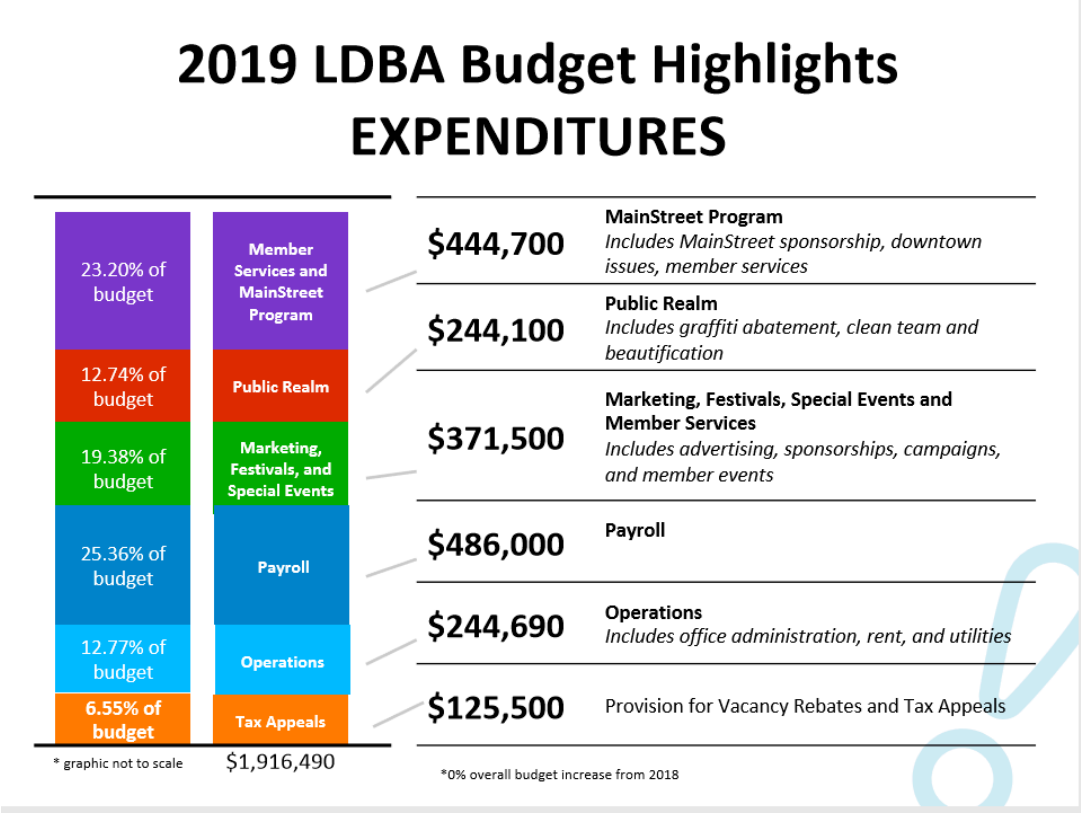
cc. *Bernie Bierbaum, Bluestone Properties*
Colin Bierbaum, Bluestone Properties
Mardi Turgeon, Bluestone Properties
Tom Weisz, Tradewinds Properties & Exeter Dingman Investments
Greig Garland

To the Mayor of Corporation of the City of London: City Councillors

Regarding the London Downtown Business Association 2019 Annual Budget approval

The following is a proposal being presented to members of council in a show of good faith that we, the businesses and property owners in the Downtown London Business Association area have a sincere and earnest desire to find a solution to what appears to be an impasse with respect to our rejected LDBA budget.

First it needs to be clarified for all parties, prior to the January 22nd Annual General Meeting, there was no pre-distribution of materials, so that members could come prepared / informed and ready to discuss with questions. Most importantly, there was no detailed budget presented to the membership prior or at the AGM. What was presented was a stacked bar graph summary, as opposed to a more granular City of London format. Due to the high level nature of the graph presentation, any form of meaningful and/or nuanced questioning was simply not possible.



Our membership voted this bar graph down. As recorded minutes of the AGM have never been distributed to the membership, we are unable to confirm the plurality of votes, it being noted that the BIA's internal procedural BY-law at 7.3.3 states:

The Chair shall declare that a resolution has been carried or not carried, which will be entered into the minutes. It is not necessary to record the number or the proportion of votes.

As a parallel observation, it should be noted at no time are the LDBA membership ever provided the agenda or minutes of any board meetings, nor are they available on the LDBA web site.

Consequently, the request was made for a more detailed budget document, as is normally distributed to the City of London, and it was delivered to membership via email, on Jan. 24, 2019. The current budget before you for approval was submitted by LDBA Board of Management to the city prior to the end of January, which precluded any membership input. The Board requested feedback, questions, and/or points for clarification to be submitted to them, in writing, by Feb. 1, 2019.

Business Insider

News and updates that impact your business

January 24, 2019

Annual General Meeting

Good day all:

Further to the discussion at our Annual meeting on January 22nd, 2019 below you will find detailed budgets for the London Downtown Business Association in a very detailed table. Also below is the form that the City requires.

We have set up an email address for all of you to forward us any questions which is:

budgetquestions@downtownlondon.ca.

If you could forward any questions to this email address by Friday February 1st, 2019. For efficiency we will gather all questions and provide answers in a special "Business Insider" as soon as possible. This email address will remain in use for any future questions that may arise.

From this budget detail, a list of questions was prepared and forwarded to the LDBA board on Feb. 8, 2019. The budget questions remained unanswered, and on Feb. 14, 2019 an email from LDBA stated any questions received after their deadline would be submitted to the ad hoc governance review committee. As that committee had their first meeting on March 19, 2019 at 3:00 pm. We are unclear how that deferral was to assist the membership, nor how it was seen as being in the purview of the ad hoc committee?

Business Insider

News and updates that impact your business

February 14, 2019

Answers to Budget Questions

As a follow up to our Business Insider on January 24th, below are the questions we received about the 2019 LDBA Budget.

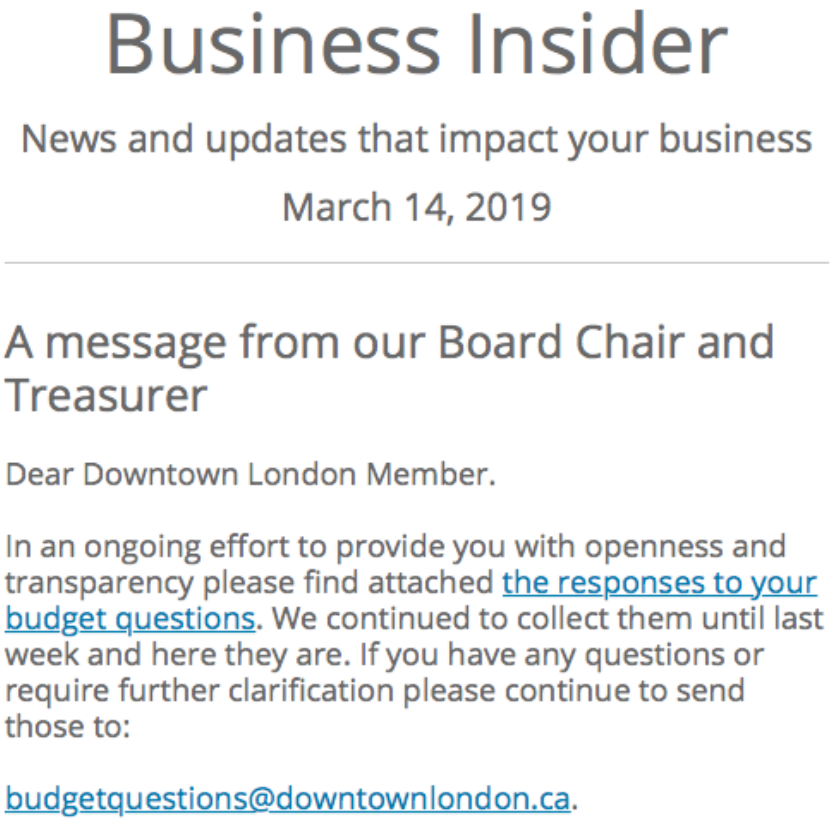
Further to the discussion at our Annual General Meeting on January 22nd, 2019 we set up an email address for you to forward us any questions.

budgetquestions@downtownlondon.ca.

We asked that you forward any questions to this email address by Friday February 1st, 2019.

In this time, we received two questions to this email address. Below are the questions and our answers. Any questions that were received after the deadline will be submitted to the ad hoc committee.

On March 14, 2019 an LDBA email (to its members) that addressed the Feb. 8, 2019 budget questionnaire was released, a day after the detailed budget record was made publicly available as a Corporate Services Committee agenda item.



Business Insider

News and updates that impact your business

March 14, 2019

A message from our Board Chair and Treasurer

Dear Downtown London Member.

In an ongoing effort to provide you with openness and transparency please find attached the responses to your budget questions. We continued to collect them until last week and here they are. If you have any questions or require further clarification please continue to send those to:

budgetquestions@downtownlondon.ca.

Which brings us to our present position, a decision to be made by municipal council to determine the fate of our 2019 LDBA budget, on March 26, 2019?

Our request and ask of council is to follow the Municipal Act, S.O. 2001,c. 25 which provides some instruction and opportunity of relief.

Budget:
205 (1) A board of management shall prepare a proposed budget for each fiscal year by the date and in the form required by the municipality and shall hold one or more meetings
of the members of the improvement area for discussion of the proposed budget. 2002, c. 17, Sched. A, s. 40 (1).

Council To Approve:
(2) A board of management shall submit the budget to council by the date and in the form required by the municipality and ***the municipality may approve it in whole or in part*** *but may not add expenditures to it. 2001, c. 25, s. 205 (2); 2002, c. 17, Sched. A, s. 40 (2).*

Limitations:
(3) A board of management shall not,
(a) spend any money unless it is included in the budget approved by the municipality or in a reserve fund established under section 417;
(b) incur any indebtedness extending beyond the current year without the prior approval of the municipality; or
(c) borrow money. 2001, c. 25, s. 205 (3).

We, the levy-paying members of the London Downtown Business Association submit:

(1) that the budget before municipal council ***be accepted as proposed in its entirety****;* and

(2) the full levy amount should be applied to members June 2019 final property tax invoicing, and duly remitted to the City of London,

(a) ***with the proviso*** that line item amounts for discretionary spend items (as enumerated in yellow below) be held in trust by the City of London and
(b) only released by the Treasurer once the LDBA Board of Management and its levy-paying members have resolved their differences to both parties' mutual satisfaction;

(3) with the foregoing subject to a confirmation resolution passed by 50% +1 of eligible voters at Special General Meeting to be convened no later than 15th June 2019.

On behalf of the LDBA membership listed below.

David E. White

President
David E. White Ltd.

London Downtown Business Association

2019 Proposed Budget
with 2018 Comparators

Revenue Overview

LDBA Revenue Detail:	2018 Approved Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2018	% Budget Change over 2018
Total City of London Levy	1,915,390	1,915,390	-	1,915,390		-	0.0%
LDBA Reserve Drawdown			-			-	0.0%
Interest Income	1,100	1,645	545	1,100		-	0.0%
Miscellaneous Income	-	-	-	-		-	0.0%
Total LDBA Revenue	**1,916,490**	**1,917,036**	**545**	**1,916,490**	**100.0%**	**-**	**0.0%**

Expenditure Overview

LDBA Expenditure Detail:	2018 Approved Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2018	% Budget Change over 2018
ADMINISTRATION							
Wages and Benefits	435,910	435,910	-	486,000		50,090	11.5%
Telephone	15,000	13,463	1,537	15,000		-	0.0%
Stationery and Supplies	3,500	3,418	82	4,000		500	14.3%
Insurance	6,700	7,113	(413)	7,200		500	7.5%
Professional Services	3,600	3,529	71	3,600		-	0.0%
Purchase and Leasing Equipment	17,000	16,777	223	16,500		(500)	(2.9%)
Training / Conferences	18,000	19,607	(1,607)	18,000		-	0.0%
Subscriptions / Memberships	3,000	3,618	(618)	3,100		100	3.3%
Legal & Audit	5,000	3,233	1,767	10,000		5,000	100.0%
Cleaning	7,700	8,146	(446)	8,000		300	3.9%
Board Development & Expenses	5,000	5,132	(132)	5,000		-	0.0%
Office Furniture	7,300	7,979	(679)	11,000		3,700	50.7%
Possible Move				60,000			
Miscellaneous Expense	3,590	3,513	77	3,290		(300)	(8.4%)
Total Administration	***531,300***	***531,438***	***(138)***	***650,690***	***34.0%***	***59,390***	***11.2%***
RENT							
Rent and Hydro	78,000	69,194	8,806	80,000		2,000	2.6%
Total Rent	***78,000***	***69,194***	***8,806***	***80,000***	***4.2%***	***2,000***	***2.6%***
MEMBER SERVICES							
Graffiti Removal	54,000	52,200	1,800	53,000		(1,000)	(1.9%)
Pigeon Program	-		-			-	0.0%
Annual General Meeting	15,000	24,190	(9,190)	20,000		5,000	33.3%
Total Member ServiCes	***69,000***	***76,390***	***(7,390)***	***73,000***	***3.8%***	***4,000***	***5.8%***
BUSINESS DEVELOPMENT							
Communications & Marketing	350,000	409,014	(59,014)	284,000		(66,000)	(18.9%)
Promo Downtown Dollars	55,000	65,000	(10,000)	65,000		10,000	18.2%
Top up Tenant Improvement Loan			-			-	0.0%
Funding							
MainStreet Sponsorship	355,500	266,065	89,435	219,700		(135,800)	(38.2%)
MainStreet About Face Sponsorship	125,000	174,435	(49,435)	225,000		100,000	80.0%
Planters	39,100	24,376	14,724	30,000		(9,100)	(23.3%)
Public Art	10,000	6,518	3,482	10,000		-	0.0%
Clean Team	143,000	142,078	922	146,100		3,100	2.2%
Downtown Issues	-	-	-	-		-	0.0%
Volunteer Recognition	5,000	172	4,828	2,500		(2,500)	(50.0%)
Miscellaneous	5,090	1,941	3,149	5,000		(90)	(1.8%)
Total Business Development	***1,087,690***	***1,089,599***	***(1,909)***	***987,300***	***51.5%***	***(100,390)***	***(9.2%)***
Tax Write offs	90,000	55,808	(34,192)	90,000		-	0.0%
Allowance for Vacancy Rebates	20,000	-	(20,000)			(20,000)	(100.0%)
HST	40,500	11,887	28,613	35,500		(5,000)	(12.3%)
Total LDBA Expenditure	**1,916,490**	**1,834,315**	**(26,210)**	**1,916,490**	**100.0%**	**(60,000)**	**(3.1%)**
Net Surplus / (Deficit)	-	**82,720**	**(25,665)**	-			
Draw from / (Contribution to) Operating	-	**(82,720)**	**25,665**	-			
Fund							
Net	-	-	-	-			

All figures subject to audit.
All figures subject to rounding.

LDBA PETITION LIST		
Abruzzi	Fellini Koolini's	Pfaff Jewellers
Accents	Fine Art Custom Framing	Privit Inc.
Ann's Tailoring& Design	Fogged Up	Plant Matter Café
Anita Morris Models	Fresno's	Prince Albert's Diner
Andrew Douglas Clothiers	Fresh and Fast Food Mart	Quesada
Barking Frog	Frankly Scarlet	Raital Limited
Bulk Barrel	Framing and Art Centre	Rebirth Wellness Centre
Burger Burger	Gleed Commercial	Red Door Tattoo
Brightstone Capital	Grow and Bloom Co.	Redtail G.C.
Brookes	Good Value	Richmond Diamonds
Burman's Beauty Supplies	Hanger 9	Roman's Leather
Boxwoods	Healthy Obsession Fitness	Safron Road
Black Trumpet	In Fashion	Salon Entrenous
B.W.J. Developemnts	Itawtrar Limited	Salon Thairapy
Bikini Paradise	Jas	Salon Prespa
Blucor Group	Jill's Table	S & H Health Food
Bella Booteek	Joe Kool's	Scope Gap
Bluland Enterprises	J.Dee's Market Grill	Seychelles Swimwear
Big Blue Bubble	J.B Simpson Jewellers	Smart Gold London
Barre Pilates	King's Inn Diner	Smooth Wax Bar
Bertoldi's	Krums	Stay Tight Clothing
Brown and Dickson	Kosmos	Studio H
C.B.R.E. Limited	La Casa	Stronghold
CIBC Wood Gundy	Lifestyles	Talbot Pawn Shop
City Lights Bookstore	Little Labels Boutique	Tantrum Sun Lux Spa
Cousin Vinny's	London International Academy	Tillmann Ruth Robinson Architects
Cushman Wakefield	Lofthouse Living	Tim Horton's
Cyclepath	London Rock	The Ceeps/Barneys
D&R Smoke Shop	Marienbad/ Chaucers	The Tasting Room
Dan Hassan	May McConville (Vivid) Insurance	Toboggan Brewing
David's Bistro	Marky's Crepe Café	Todd R. Cook Corp
David E. White	McDonalds	To Wheels
Dimi's Greek House	Metrix Realty Group	Uber Cool
Desi's Boutique	Michael Gibson Gallery	Urban Outfitters
Donohue Funeral Home	Mugfords	Vision Travel
Dos Tacos	Mythic Grill	Wich Is Wich
Dundas Pawn Brokers	Needs Wants Boutique	Wine Rack
Elizabeth Noel	Nimues Closet	Your Highness
Endo Jewellers	Nine Of Water	151311 Ontario Ltd
En-ti-tled	Nova Vita Hair Salon	Paradise Cream Café
Eyes on Richmond	NYC Stylz	Fanny Goose
European Fashion	Old North Optical	
Fahri Holdings	O&V Jewelry	

Planning and Environment Committee

Report

The 6th Meeting of the Planning and Environment Committee
March 18, 2019

PRESENT:	Councillors A. Hopkins (Chair), J. Helmer, M. Cassidy, P. Squire, S. Turner
ABSENT:	Mayor E. Holder
ALSO PRESENT:	Councillor M. van Holst; A. Anderson, S. Chambers, M. Corby, L. Dent, M. Elmadhoon, M. Feldberg, J.M. Fleming, K. Gowan, P.Kokkoros, T. Macbeth, A. Macpherson, B. O'Hagan, M. Pease, L. Pompilii, M. Ribera, C. Saunders, L. Snyder, M. Tomazincic, S. Wise and P. Yeoman

The meeting was called to order at 4:01 PM

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Squire
Seconded by: J. Helmer

That Items 2.1 to 2.6, inclusive, 2.8 to 2.10, inclusive, and 2.12 BE APPROVED.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 2nd Report of the Trees and Forests Advisory Committee

Moved by: P. Squire
Seconded by: J. Helmer

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

2.2 3rd Report of the Advisory Committee on the Environment

Moved by: P. Squire
Seconded by: J. Helmer

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

2.3 Application - 4402 Colonel Talbot Road - Removal of Holding Provision (h-18) (H-8961)

Moved by: P. Squire
Seconded by: J. Helmer

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

2.4 Passage of Heritage Designating By-law - 432 Grey Street

Moved by: P. Squire
Seconded by: J. Helmer

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

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

Moved by: P. Squire
Seconded by: J. Helmer

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

2.6 Update on Response to Provincial Consultation on "Increasing Housing Supply in Ontario"

Moved by: P. Squire
Seconded by: J. Helmer

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

2.8 Application - Part Lot Control - 1245 Michael Street (Blocks 3, 4, and 5 Plan 33M-745)

Moved by: P. Squire
Seconded by: J. Helmer

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

2.9 Application - 2688 Asima Drive (P-9008)

Moved by: P. Squire
Seconded by: J. Helmer

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

2.10 Application - 131 King Street (H-9033)

Moved by: P. Squire
Seconded by: J. Helmer

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

2.12 Building Division Monthly Report for January 2019

Moved by: P. Squire
Seconded by: J. Helmer

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

Motion Passed

2.7 2017 State of the Downtown Report

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

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)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner
Absent: (1): E. Holder

Motion Passed (5 to 0)

2.11 Upper Thames River Conservancy Authority - Dingman Creek Subwatershed Screening Area Mapping - Update

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

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)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner
Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Public Participation Meeting - Application - 555 Wellington Road (Z-8990)

Moved by: S. Turner
Seconded by: P. Squire

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)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner
Absent: (1): E. Holder

Motion Passed (5 to 0)

3.2 Public Participation Meeting - Request to Repeal Heritage Designating By-law No. L.S.P - 3227-417 - 429 William Street

Moved by: S. Turner
Seconded by: P. Squire

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)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.3 Public Participation Meeting - Demolition Request for Heritage Listed Property - 1588 Clarke Road

Moved by: S. Turner
Seconded by: P. Squire

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)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner
Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner
Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner
Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Turner
Seconded by: P. Squire

Motion to move part a), which reads as follows:

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

Yeas: (4): A. Hopkins, M. Cassidy, P. Squire, and S. Turner

Nays: (1): J. Helmer

Absent: (1): E. Holder

Motion Passed (4 to 1)

Moved by: S. Turner
Seconded by: P. Squire

Motion to approve part b), which reads as follows:

"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:

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)"

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

Motion Passed (5 to 0)

4. Items for Direction

4.1 2nd Report of the Environmental and Ecological Planning Advisory Committee

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

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.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

4.2 Draft Lambeth Area Community Improvement Plan

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

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)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

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

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

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

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.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to grant delegation status to G. Priamo.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.3 (ADDED) 195 Dundas Street

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

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,

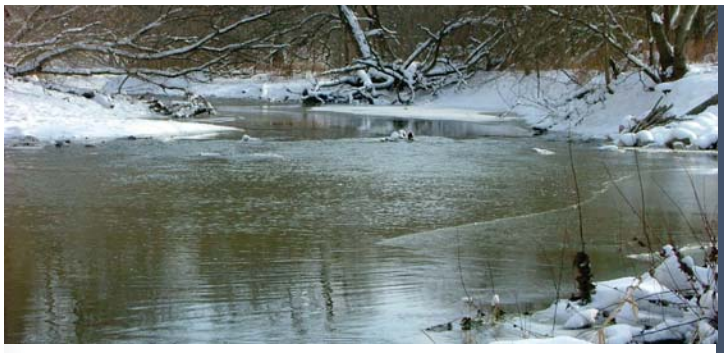
b) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed.

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

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 7:01 PM.



DINGMAN EA

PLANNING & ENVIRONMENT COMMITTEE

March 18, 2019
Upper Thames River Conservation Authority

OUTLINE

- Background into Conservation Authority Regulations
- Role in Development Applications
- Dingman Background
- Flood plain update and modelling
- Screening Area approach
- Next steps

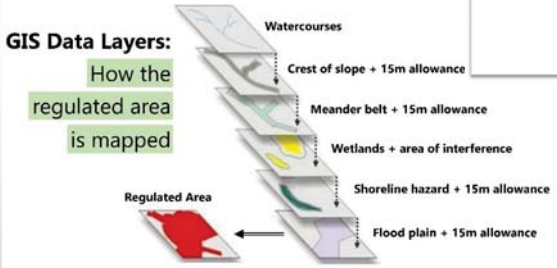
REGULATION LIMITS

- *Conservation Authorities Act*, implemented through Regulation: Ontario Regulation 157/06 *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses*
- The *Conservation Authorities Act* is considered other applicable law under the Building Code
- The Act and Regulation provide direction for CA's to identify hazard areas. The area of land where the Regulation applies includes:
  - Watercourses
  - Valleys, steep slopes and areas subject to erosion (meander belts)
  - Flood plains
  - Wetlands
  - Areas surrounding wetlands

It is important to note that the text of Ontario Regulation 157/06 describes the areas regulated, features and hazards do not have to be shown on the mapping to be regulated. The Regulation has not changed. In the event that there is a conflict between the text of the Regulation and the mapping, the text prevails

REGULATION TEXT

- Mapping process established by the Province (MNRF) and Conservation Ontario in 2005



DEVELOPMENT REVIEW

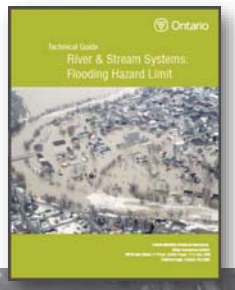
- Conservation Authorities (CA's) have a delegated responsibility to review municipal policy documents and applications under the *Planning Act* to ensure that they are consistent with the natural hazards policies contained in section 3.1 of the Provincial Policy Statement.
- CA's are also public commenting bodies pursuant to Section 1 of the *Planning Act* and regulations made under the Planning Act. As such CA's must be notified of municipal policy documents and applications as prescribed. To streamline this process, CA's may have screening protocols with municipalities.

DINGMAN EA BACKGROUND

- Initiated *the Dingman Creek Subwatershed: Stormwater Servicing Municipal Class Environmental Assessment* October 2015
- UTRCA was appointed to carry out the modelling for the Flood plain update
- The EA initiatives are intended to inform the review of future development applications within the subwatershed

FLOODPLAIN UPDATE

- Methods to identify Hazards are provided through technical guidance provided by the Province, 2002



Dingman Creek at Colonel Talbot looking south January 10, 2008

FLOOD MODELLING

- Updated to reflect new technical information to more accurately identify flood plain hazard areas.
- Became apparent that previous floodplain mapping was no longer accurate
- While we are at the beginning of the public engagement process - needed to ensure these potential areas of change were identified – not wait until the end of the process
- Modelling/Mapping update efforts will be peer reviewed

SCREENING AREA MAP

- Interim tool to aid City staff in appropriately engaging UTRCA early in planning process for proposed development in these areas
- Screening Map is intended to capture all Natural Hazards as identified in the PPS, 2015, *including 3.1.3, impacts of climate change*.

For Information Reports

- Planning & Environment Committee Nov 12, 2018 & March 18, 2019
- UTRCA Board of Directors Nov 27, 2018 & Feb 22, 2019

SUMMARY OF NEXT STEPS

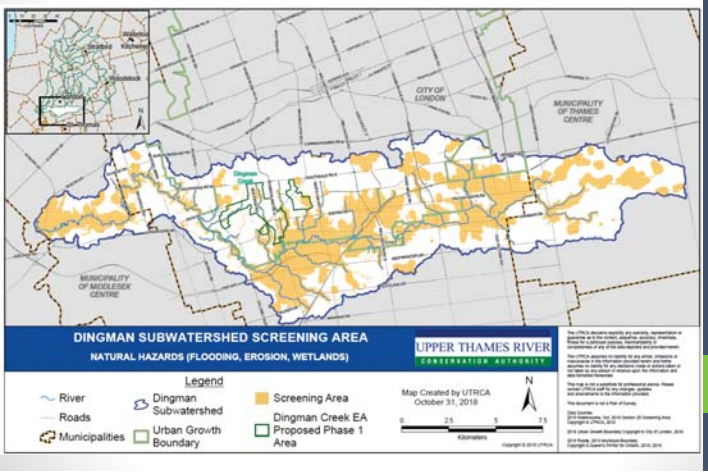
- Further review and refinement of the hazard areas will continue
- Webpage dedicated to Flood & Erosion Hazard mapping updates and include answers to Frequently Asked Questions
- Peer review/Advisory Services of the modelling results has been initiated
- UTRCA and City Implementation Team continues
- Public consultation and engagement through the EA process
- EA will consider options for flood mitigation and/or policy approaches on impacted lands

Highbury Ave. at Dingman Creek, February 2018 looking northwest

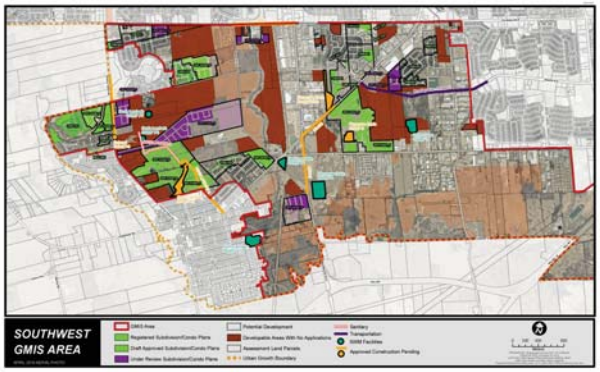
QUESTIONS

Tracy Annett, MCIP, RPP
Manager, Environmental Planning & Regulations
annettt@thamesriver.on.ca

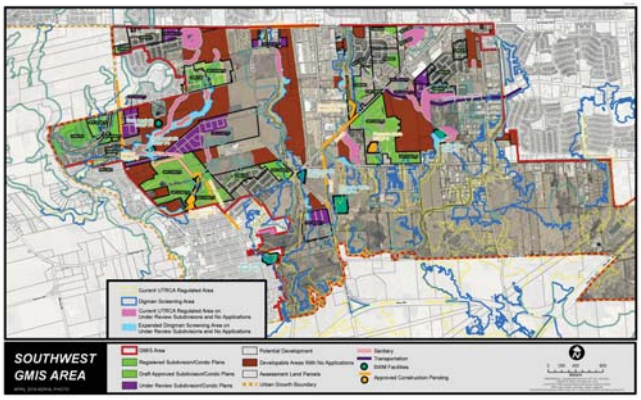
SCREENING AREA



Southwest Growth Area
7-Year (2019-2026) Servicing Plan



Screening Area



REVIEW PROCESS

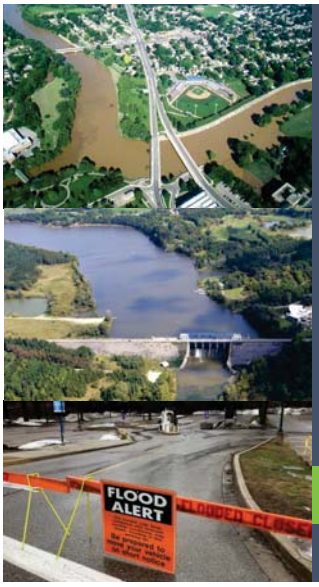
- Registered & Draft Approved and Under Review Plans of Subdivisions / Condominiums within the Southwest Growth Area;
  - Where the 'Principle of Development' has been established under the Planning Act, the Authority will work with the proponent and the municipality to pursue a resolution where possible
  - The UTRCA review will ensure that the lands have appropriate access, minimize risk to public health and safety, and not create new or aggravate existing hazards
  - Under Review Plans also need to consider with other natural heritage considerations

Dingman Creek at Colonel Talbot looking south January 10, 2008

MITAGATION

Build Resilient watersheds to prevent flooding. Flood Mitigation can include both structural measures and policy approaches. Examples may include:

- Structural Approaches:
  - Watercourse channelization
  - Infrastructure improvement (e.g. roads, culverts, bridges)
  - Low Impact Development
- Policy Approaches
  - Two Zone Floodway Flood Fringe
  - Requirements for flood proofing

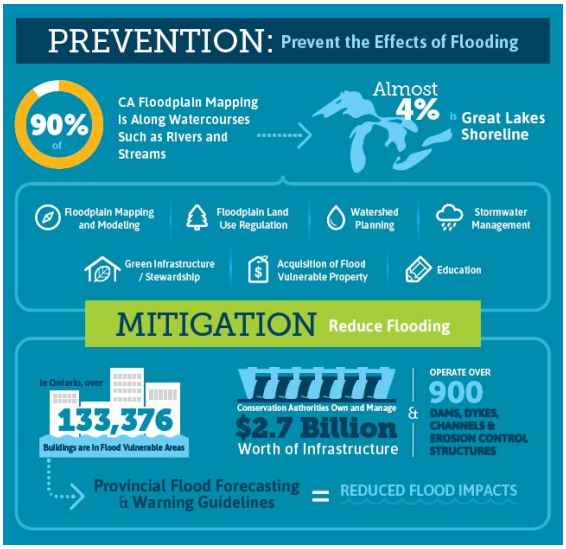


CONSULTATION & ENGAGEMENT

- December 5th, Dingman Creek EA Stakeholders meeting
- December 17th, Landholders Meeting
- December 19th GMIS Meeting at the City
- Planning & Environment Committee today
- Will continue to follow the EA consultation schedule

Southwest Growth Area
7-Year (2019-2026) Servicing Plan

Ext. Servicing	2019	2020	2021	2022	2023	2024	2025
Opening Supply	325	1547	2670	2574	2996	2886	2845
Add: New Supply	1490	1391	172	690	158	227	-
Subtotal	1815	2938	2842	3264	3154	3113	2845
Subtract: Demand	268	268	268	268	268	268	268
Years of Supply	**6.8**	**11.0**	**10.6**	**12.2**	**11.8**	**11.6**	**10.6**
Remaining	1547	2670	2574	2996	2886	2845	2577


PREVENTION: Prevent the Effects of Flooding
90% of
CA Floodplain Mapping Is Along Watercourses Such as Rivers and Streams
Almost 4% is Great Lakes Shoreline
Floodplain Mapping and Modeling
Floodplain Land Use Regulation
Watershed Planning
Stormwater Management
Green Infrastructure / Stewardship
Acquisition of Flood Vulnerable Property
Education
MITIGATION Reduce Flooding
In Ontario, over
133,376
Buildings are in Flood Vulnerable Areas
Conservation Authorities Own and Manage
$2.7 Billion
Worth of Infrastructure
OPERATE OVER
900
& DAMS, DYKES, CHANNELS & EROSION CONTROL STRUCTURES
Provincial Flood Forecasting & Warning Guidelines
= REDUCED FLOOD IMPACTS

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 PUBLIC PARTICIPATION MEETING – Application – 555 Wellington Road (Z-8990)

- Harry Froussios, Zelinka Priam Ltd., on behalf of the applicant – expressing appreciation to staff for their support in bringing this recommendation report in a timely fashion; expressing support for the staff recommendation; advising that this zoning amendment will allow for a more efficient use of the existing building; noting that there is a vacant unit on the site that they would like to put an office use and this zoning amendment will allow them to do that.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Request to Repeal Heritage Designating By-law No. L.S.P. – 3227-417 – 429 William Street

- Janet Hunten, 253 Huron Street – speaking to the letter on page 230 of the Planning and Environment Committee Added Agenda from the President of the London Branch of the Architectural Conservancy of Ontario as the President had to leave the meeting early; advising that the London Branch of the Architectural Conservancy of Ontario supports the conclusion of the London Advisory Committee on Heritage that this is a culturally important building and that the designation should be maintained; indicating that this building was designated on its own which also suggests its individual importance and it has been extremely well maintained; congratulating the owner on that but it retains its cultural importance in the neighbourhood.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – Demolition Request for Heritage Listed Property – 1588 Clarke Road

- *(Councillor S. Turner enquiring about designating a property versus the structures on the property, how is that applied as it seems odd to designate all the structures in one designation.)*; Ms. L. Dent, Heritage Planner, Development Services, responding that designation under the *Ontario Heritage Act* is the designation of property so it is not the structures on the property that are designated but it is the property itself.
- Arlene Tackabury, 13 Mile Road, Denfield – indicating that she is the holder of the original deed, the conveyances, a lot of the historical information; understanding that General John Hale, who died in 1806 was the original owner and they believe he built that barn and built the house because she knows that John Tackabury did not; asking the Planning and Environment Committee to reconsider and possibly give her time to work with the London Advisory Committee on Heritage and convey more of the information with regard to the historical value; stating that the big barn, in the time that it was built, was an extremely beautiful barn when her prince and princess lived in it, it was a beautiful barn and that was not that long ago; advising that there is further history as far as Victor Tackabury who was the Grand Master of the Masons, there was Samuel Tackabury who she believes was part of the travelling of the Underground Railway, he was a noted musician and he and his daughters travelled all around; advising that you have to remember that this was built when it was called the Old Post Road and there was nothing there; reiterating that she has the deed which John Tackabury had to go down to Boston to pay $300 to the son of the deceased gentleman who owned it; indicating that he was a good friend of James Wolf, the Major General; noting that we all know who Wolf is; stating that, as far as saving Nathaniel's house, she has a letter saying that he did not live there long and he moved onto Oxford Street; indicating that she has the conveyance for the cemeteries, she has the conveyance for the schools and that was one of the things that Mr. Hale, he was in charge of setting up the education so when he went down to Boston to get the deed on the property, they also set up the conveyances for the school and for the church; advising that there was a whole group of them that came up here, she is talking about the Kernohan's, the Belton's, the Needham's, they are all Tackabury's; they were prolific, they had a lot of children and she thinks there is value in saving the house and definite value in saving the barn because it is all part of the picture; indicating that there was a log house there that was behind the drive shed and Samuel's daughters played in it and that would be the second generation, there are a few Nethanial's, the Nethanial was the second son, someone would probably call him a ne'er-do-well and he did not stay on that property; advising that she is stunned at the condition of it, as far as the interior of it when it was left, it was the same woodwork that was when it was in the beginning, as far as the windows, they were put in by Foran's in approximately 1975 and there was not the technology that there is today to restore them to what they could be, the interior of the house was pretty much the same, it is a true triple brick house and it has the quick lime mortar, it is not even mortar, it is a unique type of construction, stone walls or whatever it is referred to, it is methodically well-built stone, that has the stone basement and the barn is built the same; John Tackabury, they were weavers, they were not bricklayers and when they bought the property and moved up; her records say 1829 because there was a child who was born down in Foxhollow and there are monuments to the Tackabury's and it is very well established about what was there and what was here; indicating that the Grove Cemetery still exists and anniversary Sunday they still get eighty people out; indicating that there is a lot of information; stating that this house predates Eldon House.

- Angela Tackabury, 575 Wilkins Street – advising that she resided on the subject property most of her life and there is a lot of history; thinking that it fits into that area, there are farms on the other side, there is a Conservation Area; indicating that she is not sure what else you would put there; holding a wooden cannon ball; reiterating that she does not see how putting anything else there would fit, there is nothing else around there; wondering why you would put a business in front of the Conservation Area, in front of the lakes; when you go to any other site in the city, look at all the old farms, they have all been destroyed; thinking that this is something that we need to hold on to; stating that she does care about the heritage and agriculture and she does not see how building or selling it to Sifton is going to make London better.

Community and Protective Services Committee

Report

4th Meeting of the Community and Protective Services Committee
March 19, 2019

PRESENT: Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Peloza, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor J. Helmer; R. Armistead, J. Bunn, S. Datars Bere, L. Hamer, O. Katolyk, L. Livingstone, J.P. McGonigle, D. O'Brien, M. Schulthess, C. Smith, S. Spring, S. Stafford

The meeting was called to order at 4:03 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder
Seconded by: S. Lewis

That Items 2.1 to 2.5 and 2.7 and 2.8 BE APPROVED.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 1st Report of the Town and Gown Advisory Committee

Moved by: E. Holder
Seconded by: S. Lewis

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

Motion Passed

2.2 2nd Report of the Accessibility Advisory Committee

Moved by: E. Holder
Seconded by: S. Lewis

That the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 28, 2019, BE RECEIVED.

Motion Passed

2.3 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: E. Holder
Seconded by: S. Lewis

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

2.4 2019-2022 Service Accountability Agreement between The Corporation of London (Dearness Home) and The South West Local Health Integration Network (LHIN)

Moved by: E. Holder
Seconded by: S. Lewis

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

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)

Moved by: E. Holder
Seconded by: S. Lewis

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

2.7 The Grand Theatre Grant Agreement 2019-2023

Moved by: E. Holder
Seconded by: S. Lewis

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

2.8 By-law and Agreement with London Transit Commission - Reduced Fare for Seniors Bus Trips

Moved by: E. Holder
Seconded by: S. Lewis

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

2.6 The London Arts Council Agreement 2019-2023

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

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)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

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

Moved by: E. Holder
Seconded by: S. Lewis

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)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 2nd Report of the Community Safety & Crime Prevention Advisory Committee Report

Moved by: M. Salih
Seconded by: S. Hillier

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.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 3rd Report of the Animal Welfare Advisory Committee

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

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.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis
Seconded by: S. Hillier

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

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 4:22 PM.

March 2019

Activity	Background	Responsibility	Timeline	Proposed Budget	Strategic Plan Alignment
Animal Care Services - Potential Service Improvements	• The AWAC will research best practices in other municipalities including new initiatives, processes and products for enhanced service provision, promote licensing, return to owner, adoption etc. and provide updates to Civic Administration and Municipal Council to assist with possible new initiatives. • The AWAC will research design strategies for reducing conflict and increase safety for dogs/owners using dog parks. AWAC will provide recommendations to civic administration and municipal council guided by research findings. • Develop educational materials (in cooperation with Civic Administration) to provide the community with information about caring for domestic and companion animals. (eg choosing the right animal, care of pets, safety, etc) • Host a booth for "Go Wild, Grow Wild" in 2019 to educate and disseminate educational materials.	AWAC Working Group London Dog Owners Association	Ongoing		• Strengthening Communities, Caring and Compassionate Services, 3.E • Healthy, Safe, 5.F
Creation of a list of allowable species in the City and a restriction on the sources and sales for specific species (domestic and exotic) from retail stores	• The AWAC will research the practices of other municipalities with respect to restrictions on the sales of specific species from retail stores. These actions would assist with minimizing the local ecological impacts of potential invasive species and the global ecological impact by sourcing species from other countries. (Completed) • As well this would alleviate the pressure on rescue organizations and animal services. (Completed) • Additionally these actions could improve the welfare of many animals.(Completed)	AWAC Working Group	Ongoing		• Strengthening Communities, Caring and Compassionate Services, 3.E

	• Work with Civic Administration to develop a positive list of animals allowed in the City. (Completed) • AWAC to be available to provide support, and input as needed as it relates to the Business Licensing of Pet Stores Bylaw recommendations endorsed by City Council.				
Living With Wildlife – Resources for the Community	• Research best practices to promote peaceful co-existence with wildlife and in accordance with the Humane Urban Wildlife Conflict Policy. • Develop awareness strategies and educational materials to provide the community. • Host a booth for "Go Wild, Grow Wild" in 2019 to educate and disseminate educational materials.	AWAC Working Group	Ongoing		• Strengthening Communities, Health, Safe 3.E, 5.F • Building Sustainable City Strong Healthy Environment 3.C
~~Living With Domestic Animals – Resources for the Community~~	MOVED TO ANIMAL CARE SERVICES – POTENTIAL SERVICE IMPROVEMENTS	~~AWAC Working Group~~	~~2018~~		
Development of a Communication Strategy	• Work with the local Libraries and school boards to distribute wildlife and companion animal educational awareness strategies and materials. • Work with Civic Administration to distribute wildlife and companion animal educational awareness strategies and materials online and at city facilities.	AWAC Working Group	Ongoing		
Wildlife Control Practices	• Work with Civic Administration to ensure that tenders be awarded to service providers based on their compliance with the City of London's Humane Urban Wildlife Conflict Policy. • Follow up with city staff regarding tree trimming protocols endorsed by the city to understand what outcomes have been implemented. AWAC to offer to provide input and support if needed. Provide education and incentives to London residents regarding strategies for reducing bird window strikes using a variety of media and public awareness platforms such as "Go Wild Grow Wild" expo.	AWAC Working Group	Ongoing		• Strengthening Communities, Health, Safe 3.E

Travelling Zoos	• By-law recommendations regarding travelling zoos		Ongoing		
Animals in Cars During Summer Months – Public Awareness Campaign	• Educating the public about not leaving animals in cars during the summer, even for a few minutes, including, but not limited to, a media blitz and getting information to all households; • Approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices; • Approaching Councillors and rescue agencies with a request to put the information on Facebook and Twitter; and, • Getting the message out that an animal only has minutes if left in a hot car and immediate action is required. • Work with local businesses to allow people to bring pets into the business.	AWAC Working Group	Ongoing		
Bird Friendly Guidelines	• Follow-up with any ongoing work. • Potentially partner with other Advisory Committees.				
COMPLETED ITEMS:					
Bird Friendly Guidelines as it relates to urban design and development and light pollution	• Working with EEPAC and ACE to create recommendations for the development of a policy with respect to urban design and development as it relates to glass applications and light pollution for reducing migratory bird deaths. • Provide research of current practices in other municipalities with respect to window treatments and lighting and dark skies initiatives • This will assist in reducing bird strikes and bird mortality and prevent disruption of migration. • Continue to work with EEPAC and ACE to bring recommendations to Civic Administration and City Council. AWAC recommends assisting and supporting city staff and Civic Administration to effectively implement recommendations for urban design and development regarding light	AWAC Working Group	2018	**COMPLETED**	• Strengthening Communities, Health, Safe 3.E 5.F • Building Sustainable City Strong Healthy Environment 3.C • Growing our Economy 2. Urban Regeneration, C Building a Sustainable City, 4.C

	pollution and glass applications for reducing migratory bird deaths.				
Springbank Dam	• Work with Civic Administration throughout the EA process and beyond to make recommendations to protect Species at Risk, Habitat and Environment.	AWAC Working Group	Ongoing	**COMPLETED**	
Municipal Coyote Resource	• Facilitate opportunities for Coyote Watch Canada to work with the Municipality and community stakeholders to develop a resource to support the community to effectively deal with coyote's in the urban community and to support the Humane Wildlife Conflict Policy. • Provide the public and media with accurate coyote information, education and safety guidelines to effectively enhance a sustainable approach while minimizing human and wildlife conflict. Highlighting a Wildlife Strategy Framework (WSF). The four cornerstones of the WSF are Investigation, Education, Prevention and Enforcement. A WSF encourages and supports community wildlife resiliency and presents successful, non-lethal alternatives that are available to every community that are long term, cost effective and that promote safety for children, wildlife and family pets. Coexisting with wildlife and meeting the challenges that are occurring in a community warrant a commitment from all stakeholders.	AWAC Working Group	2018		• Strengthening Communities, Health, Safe, 3.E, 5.F
Exemption to the current by-law limit for Class 4 Companion Animals, Class 5 Animals, Class 6 Animals and Tortoises for Rescue Groups	• Research the feasibility of an exemption to the current by-law limit for Class 4 companion animals, Class 5 and Class 6 animals and tortoises in authorized rescue groups. This consideration would allow authorized rescue groups to handle a larger number of class 4, 5, 6 animals and tortoises for adoption rather than euthanize, noting that this will support the no kill policy.	AWAC Working Group	Recommendation to CPSC and Council January 2017		• Strengthening Communities, Caring and Compassionate Services, 3.E

Dog Influenza	• Educating dog owners of the risks of their dogs contracting dog influenza				

June 2018

Activity	Background	Responsibility	Timeline	Proposed Budget	Strategic Plan Alignment
Municipal Coyote Resource	• Facilitate opportunities for Coyote Watch Canada to work with the Municipality and community stakeholders to develop a resource to support the community to effectively deal with coyote's in the urban community and to support the Humane Wildlife Conflict Policy. • Provide the public and media with accurate coyote information, education and safety guidelines to effectively enhance a sustainable approach while minimizing human and wildlife conflict. Highlighting a Wildlife Strategy Framework (WSF). The four cornerstones of the WSF are Investigation, Education, Prevention and Enforcement. A WSF encourages and supports community wildlife resiliency and presents successful, non-lethal alternatives that are available to every community that are long term, cost effective and that promote safety for children, wildlife and family pets. Coexisting with wildlife and meeting the challenges that are occurring in a community warrant a commitment from all stakeholders.	AWAC Working Group	2018		• Strengthening Communities, Health, Safe, 3.E, 5.F
Exemption to the current by-law limit for Class 4 Companion Animals, Class 5 Animals, Class 6 Animals and Tortoises for Rescue Groups	• Research the feasibility of an exemption to the current by-law limit for Class 4 companion animals, Class 5 and Class 6 animals and tortoises in authorized rescue groups. This consideration would allow authorized rescue groups to handle a larger number of class 4, 5, 6 animals and tortoises for adoption rather than euthanize, noting that this will support the no kill policy.	AWAC Working Group	Recommendation to CPSC and Council January 2017		• Strengthening Communities, Caring and Compassionate Services, 3.E
Animal Care Services - Potential Service Improvements	• The AWAC will research best practices in other municipalities including new initiatives, processes and products for enhanced service provision,	London Dog Owners Association	2016 to 2018		• Strengthening Communities, Caring and Compassionate Services, 3.E • Healthy, Safe, 5.F

	promote licensing, return to owner, adoption etc. and provide updates to Civic Administration and Municipal Council to assist with possible new initiatives. • The AWAC will research design strategies for reducing conflict and increase safety for dogs/owners using dog parks. AWAC will provide recommendations to civic administration and municipal council guided by reseach findings.				
Creation of a list of allowable species in the City and a restriction on the sources and sales for specific species (domestic and exotic) from retail stores	• The AWAC will research the practices of other municipalities with respect to restrictions on the sales of specific species from retail stores. These actions would assist with minimizing the local ecological impacts of potential invasive species and the global ecological impact by sourcing species from other countries. (Completed) • As well this would alleviate the pressure on rescue organizations and animal services. (Completed) • Additionally these actions could improve the welfare of many animals.(Completed) • Work with Civic Administration to develop a positive list of animals allowed in the City. (Completed) • AWAC to be available to provide support, and input as needed as it relates to the Business Licensing of Pet Stores Bylaw recommendations endorsed by City Council.	AWAC Working Group	2018		• Strengthening Communities, Caring and Compassionate Services, 3.E
Living With Wildlife – Resources for the Community	• Research best practices to promote peaceful co-existence with wildlife and in accordance with the Humane Urban Wildlife Conflict Policy. • Develop awareness strategies and educational materials to provide the community. • Host a booth for “Go Wild, Grow Wild” in 2019 to educate and disseminate educational materials.	AWAC Working Group	2016 to 2018		• Strengthening Communities, Health, Safe 3.E, 5.F • Building Sustainable City Strong Healthy Environment 3.C
Living With Domestic Animals – Resources for the Community	• Develop educational materials (in cooperation with Civic Administration) to provide the community with information about caring for domestic and	AWAC Working Group	2018		

	companion animals. (eg choosing the right animal, care of pets, safety, etc) • Host a booth for "Go Wild, Grow Wild" in 2019 to educate and disseminate educational materials.				
Development of a Communication Strategy	• Work with the local Libraries and school boards to distribute wildlife and companion animal educational awareness strategies and materials. • Work with Civic Administration to distribute wildlife and companion animal educational awareness strategies and materials online and at city facilities.	AWAC Working Group	2018		
Wildlife Control Practices	• Work with Civic Administration to ensure that tenders be awarded to service providers based on their compliance with the City of London's Humane Urban Wildlife Conflict Policy. • Follow up with city staff regarding tree trimming protocols endorsed by the city to understand what outcomes have been implemented. AWAC to offer to provide input and support if needed. Provide education and incentives to London residents regarding strategies for reducing bird window strikes using a variety of media and public awareness platforms such as "Go Wild Grow Wild" expo.	AWAC Working Group	2018		• Strengthening Communities, Health, Safe 3.E
Travelling Zoos	• By-law recommendations regarding travelling zoos				
Dog Influenza	• Educating dog owners of the risks of their dogs contracting dog influenza				
Animals in Cars During Summer Months – Public Awareness Campaign	• Educating the public about not leaving animals in cars during the summer, even for a few minutes, including, but not limited to, a media blitz and getting information to all households; • Approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices;	AWAC Working Group	Ongoing		

	• Approaching Councillors and rescue agencies with a request to put the information on Facebook and Twitter; and, • Getting the message out that an animal only has minutes if left in a hot car and immediate action is required.				
COMPLETED ITEMS:					
Bird Friendly Guidelines as it relates to urban design and development and light pollution	• Working with EEPAC and ACE to create recommendations for the development of a policy with respect to urban design and development as it relates to glass applications and light pollution for reducing migratory bird deaths. • Provide research of current practices in other municipalities with respect to window treatments and lighting and dark skies initiatives • This will assist in reducing bird strikes and bird mortality and prevent disruption of migration. • Continue to work with EEPAC and ACE to bring recommendations to Civic Administration and City Council. AWAC recommends assisting and supporting city staff and Civic Administration to effectively implement recommendations for urban design and development regarding light pollution and glass applications for reducing migratory bird deaths.	AWAC Working Group	2018	**COMPLETED**	• Strengthening Communities, Health, Safe 3.E 5.F • Building Sustainable City Strong Healthy Environment 3.C • Growing our Economy 2. Urban Regeneration, C Building a Sustainable City, 4.C
Springbank Dam	• Work with Civic Administration throughout the EA process and beyond to make recommendations to protect Species at Risk, Habitat and Environment.	AWAC Working Group	Ongoing	**COMPLETED**	
	•				

Corporate Services Committee
Report

7th Meeting of the Corporate Services Committee
March 19, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen, A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillors M. Cassidy, S. Lewis, M. van Holst and P. Squire; M. Hayward, A.L. Barbon, G. Bridge, B. Card, I. Collins, S. Corman, B. Coxhead, K. Dawtrey, A. Dunbar, R. Hicks, S. King, G. Kotsifas, J. Kovacs, J. Logan, S. Miller, D. Mounteer, K. Murray, A. Ostrowski, J. Raycroft, M. Schulthess, S. Spring, 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: A. Kayabaga

That the Consent Items BE APPROVED, excluding Items 2.3, 2.4, 2.6 and 2.10.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 2018 Municipal Election

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

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.

Motion Passed

2.2 Implementation - Modernizing Ontario's Municipal Legislation Act, 2017

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

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

2.5 City of London Days at Budweiser Gardens - Senior Prom Date Change

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

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

2.7 Single-Source Procurement: Microfiche Digitization Mes Hybrid

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

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

2.8 2018 Statement of Remuneration and Expenses Elected and Appointed Officials

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 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

2.9 Public Sector Salary Disclosure Act Report for Calendar Year 2018

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

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

2.11 Argyle Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy

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 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

2.12 Hamilton Road Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy

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 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

2.13 Hyde Park Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy

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 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

2.14 Old East Village Business Improvement Area - 2019 Proposed Budget - Municipal Special Levy

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 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

2.3 Integrity Commissioner

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

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.4 Lobbyist Registrar and Closed Meeting Investigator

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

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.6 Advisory Committee Review - Interim Report

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

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.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.10 Update #3: Harassment and Discrimination - Third Party Review - Workplace Assessment and Recommendations

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

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.

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

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.

Voting Record

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

That the delegation requests of S. Peraic Weir and L. Ferguson, related to the 2019 London Downtown Business Association proposed budget, BE APPROVED to be heard at this time.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

That consideration of the 2019 proposed budget of the London Downtown Business Association BE DEFERRED to a future meeting of the Corporate Services Committee meeting.

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

Nays: (4): J. Morgan, J. Helmer, A. Kayabaga, and E. Holder

Motion Failed (2 to 4)

Moved by: A. Kayabaga
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 with respect to the London Downtown Business Association Improvement Area:

a) the London Downtown Business Association proposed 2019 budget submission in the amount of $1,826,490 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 London Downtown Business Association Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at $1,915,390 (which includes $1,825,390 for the Municipal Special Levy and an estimated $90,000 for tax write-offs administered by the City of London on behalf of London Downtown Business Association 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-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the by-law appended to the staff report dated March 19, 2019 as Schedule “C” with respect to Municipal Special Levy for the London Downtown Business Association Improvement Area BE INTRODUCED at the Municipal Council meeting on March 26, 2019;

it being noted that the Corporate Services Committee received a communication from S. Farhi, President, Farhi Holdings Corporation with respect to this matter;

it being further noted that the Corporate Services Committee received verbal delegations from S. Peraic Weir and L. Ferguson with respect to this matter.

Yeas: (3): J. Helmer, A. Kayabaga, and E. Holder

Nays: (3): J. Morgan, P. Van Meerbergen, and S. Hillier

Motion Failed (3 to 3)

4.2 Special Meeting of the Strategic Priorities and Policy Committee

Moved by: S. Hillier
Seconded by: E. Holder

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.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Moved by: E. Holder
Seconded by: A. Kayabaga

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.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.4 Amending Hours of Sale of Liquor on Weekend to begin at 9 AM

Moved by: A. Kayabaga
Seconded 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 9 AM.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

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

That the Corporate Services Committee convene, In Closed Session, for the purpose of considering the following:

6.1 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.

6.2 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

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6.3 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.

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6.5 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.

6.6 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.

6.7 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.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

The Corporate Services Committee convened, In Closed Session, from 2:28 PM to 3:43 PM.

7. Adjournment

The meeting adjourned at 3:44 PM.

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

<u>Recommendations</u>

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.

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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.

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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.
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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:
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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.

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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.
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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.

Civic Works Committee

Report

5th Special Meeting of the Civic Works Committee
March 14, 2019

PRESENT: Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman, E. Peloza, Mayor E. Holder

ALSO PRESENT: Councillors: M. Cassidy, J. Helmer, A. Hopkins, S. Turner and P. Van Meerbergen; M. Balogun, G. Barrett, M. Hayward, J. Fleming, S. King, S. Mathers, P. McKague, A. Rammeloo, J. Ramsay, M. Ribera, C. Saunders, P. Shack and A. Thompson

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

1. Disclosures of Pecuniary Interest

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.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 History of London's Rapid Transit Initiative

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

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

Voting Record:

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

Motion to approve part a).

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Peloza, and E. Holder

Motion Passed (6 to 0)

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

Motion to approve part b).

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Peloza, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 5:37 PM.

The History of London's Rapid Transit Initiative

March 14, 2019

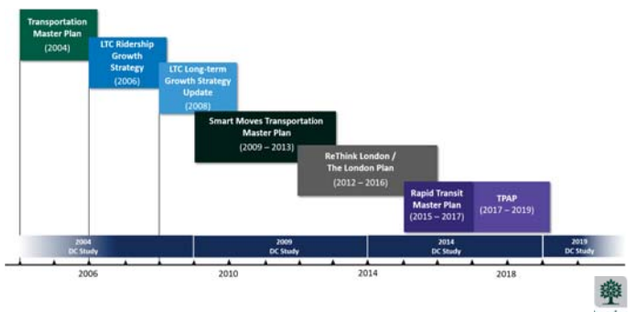
Why we're here today

1. Context
2. History of Rapid Transit
3. Status of the Environmental Assessment
4. Unbundling the component pieces
5. Moving forward

The funding opportunity

$130M	$170M	$200M
Municipal contribution	Provincial investment	Federal allocation

The road to BRT



Transportation Master Plan (TMP)

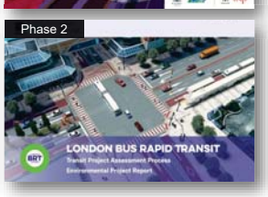
- Approved in 2013
- Aims to improve all modes of transportation
- Allocates more than $1 billion for transportation improvements over 20 years
- Supports mixed-use intensification on rapid transit corridors:
  - Strategies to encourage active transportation
  - Strategic road widening

The London Plan

- Approved by Council in June 2016
- Identifies rapid transit corridors and transit villages to encourage growth, revitalize neighbourhoods and create a more livable city
- Identifies rapid transit as a fundamental component of the London Plan

RTMP - Rapid Transit Master Plan

TPAP - Transit Project Assessment Process



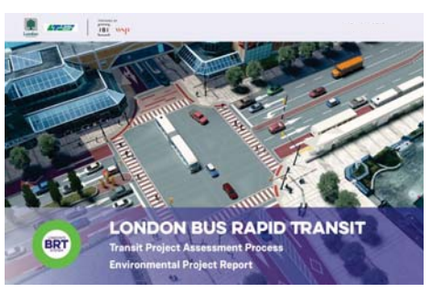
London's Rapid Transit Initiative Environmental Assessment

2 Phases: RTMP & TPAP

- **RTMP:** (2015 – 2017)
  Looks at type of rapid transit system and where it would run

- **TPAP Pre-Planning:** (2017 – 2018)
  Consultation on design options
- **TPAP Consultation:** (2018 – 2019)
  Refines preliminary design
  Completes environmental assessment

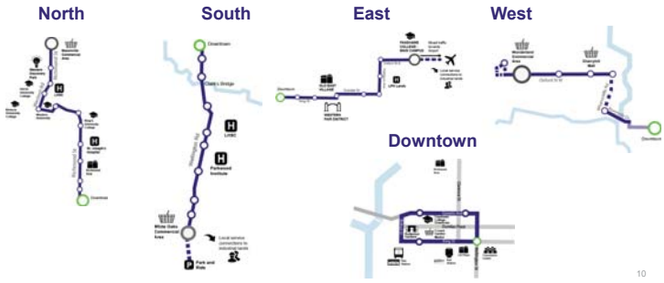
Completion of the Environmental Assessment



Rapid Transit Network Map

- Approved by Council in July 2017
- 38 stops
- 24 kilometres

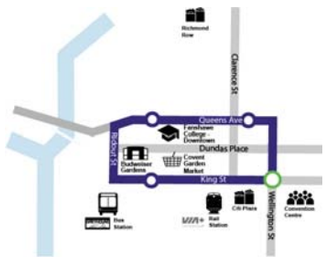
Unbundling the project



Impacts to London's Transportation Network

- Eases congestion by separating buses from mixed traffic
- Improves road safety
- Provides reliable service to industrial employment areas
- Widens roads for lanes that can be flexible for future transportation needs
- Coordinates construction with necessary upgrades to sewers, watermains, utilities infrastructure
- Upgrades intersection signals to improve traffic flow
- Adds sidewalks and facilities for active transportation

Downtown Couplet



- Frames Dundas Place Flex Street, circling Queens Ave, Ridout St, King St and Wellington St
- Formalizes transit route in place since Dundas Place construction forced bus reroute
- Gives priority to route that currently serves buses on a 90-second frequency
- Revitalizes 2 kilometres of downtown streets by:
  - constructing curbside transit lanes
  - installing four modern, fully accessible platforms
  - coordinating with underground infrastructure work

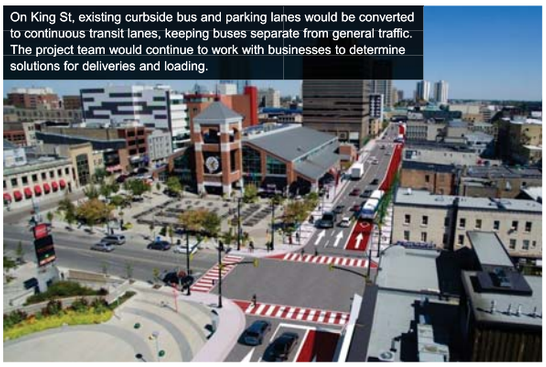
Downtown Couplet

King St at Talbot St, looking east

TODAY: Parking meters on King and Queen Streets force delays as buses must weave through car traffic.

TOMORROW: Turning parking lanes into transit lanes for buses would improve traffic flow.

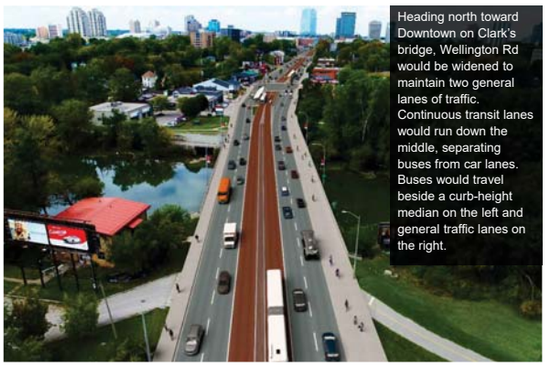
On King St, existing curbside bus and parking lanes would be converted to continuous transit lanes, keeping buses separate from general traffic. The project team would continue to work with businesses to determine solutions for deliveries and loading.



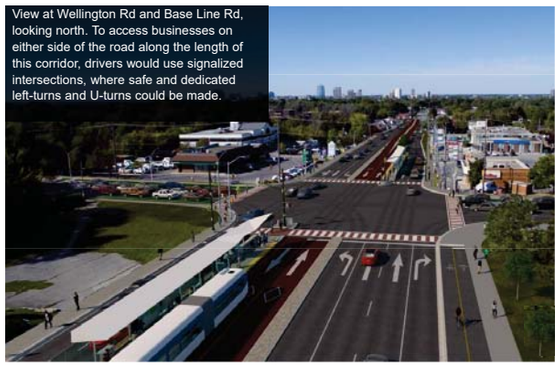
The transit hub at King St and Wellington St would formalize transit operations already in place. 2 km of streets around Dundas Place would be revitalized.

South Corridor

- Maintains two lanes of traffic for its full length
- Improves traffic capacity
- Increases transit frequency and reliability
- Gives emergency services access to transit lanes
- Revitalizes 6.8km of roadway by:
  - lengthening the S-curve
  - adding protected turn lanes
  - establishing continuous transit lanes
  - coordinating with underground lifecycle renewal
  - putting smarter signals on Wellington
  - constructing Park and Ride near 401



Heading north toward Downtown on Clark's bridge, Wellington Rd would be widened to maintain two general lanes of traffic. Continuous transit lanes would run down the middle, separating buses from car lanes. Buses would travel beside a curb-height median on the left and general traffic lanes on the right.



View at Wellington Rd and Base Line Rd, looking north. To access businesses on either side of the road along the length of this corridor, drivers would use signalized intersections, where safe and dedicated left-turns and U-turns could be made.

Left-turn/U-turn lanes

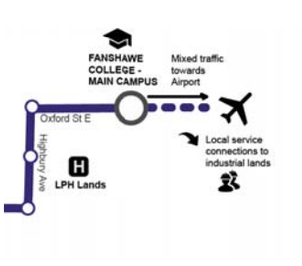
Wellington Rd and Bradley Ave, looking south at White Oaks Mall transit hub. This area has potential to provide improved transit connections to south London's industrial employment areas. Further south, a park-and-ride facility would improve connections to other municipalities.

East Corridor

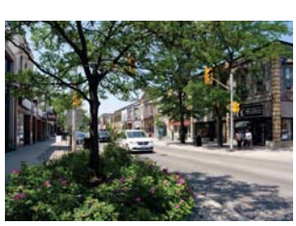
- Connects Downtown to Fanshawe College
- Provides reliable service to industrial areas
- Supports infill development opportunities
- Renews 6.3 km of road by:
  - Widening Highbury Ave including the bridge, as well as Oxford St, for continuous transit lanes
  - Coordinating with underground infrastructure work
  - Installing transit stations
  - Installing smarter traffic signals
  - Incorporating active transportation infrastructure

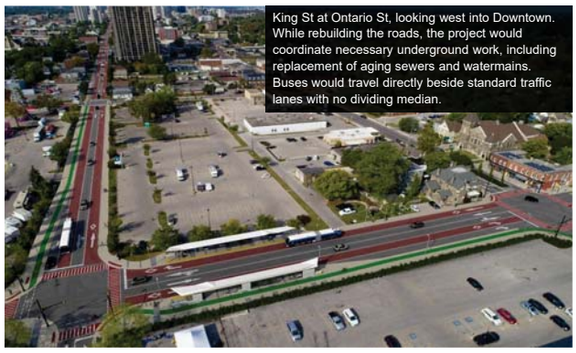
Oxford St E at Fanshawe College. From this location, there would be opportunities to provide a stronger link to the City's eastern industrial employment areas and improve transit service to the airport.

Potential for mixed traffic RT connection to Airport



East Corridor





King St at Ontario St, looking west into Downtown. While rebuilding the roads, the project would coordinate necessary underground work, including replacement of aging sewers and watermains. Buses would travel directly beside standard traffic lanes with no dividing median.

25

North Corridor

- Provides transit connections for thousands of university, hospital, retail and business employees
- Increases transit frequency and reliability
- Refreshes streets with minimal neighbourhood impacts
- This project will renew 6.4 km of road by:
  - Creating left- and right-turn lanes, plus bus bays
  - Installing transit stations, including terminal at Masonville
  - Coordinating with infrastructure work
  - Installing smarter traffic signals
  - Installing transit stations

26

Richmond St and Oxford St, facing south. Proposed continuous transit lanes would take buses out of mixed traffic, supporting vehicle traffic flow while minimizing impacts on the neighbourhood.

27

Richmond St at Grosvenor St looking north. Protected left-turn/U-turn lanes would be added at key intersections along the North Corridor.

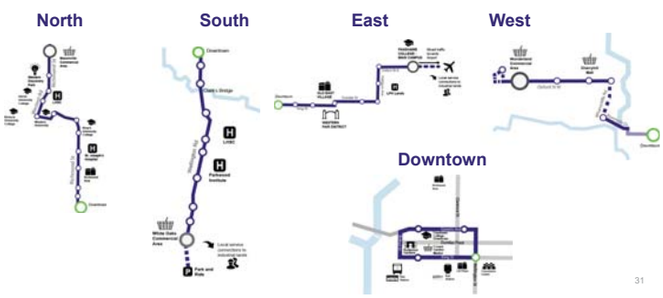
28

West Corridor

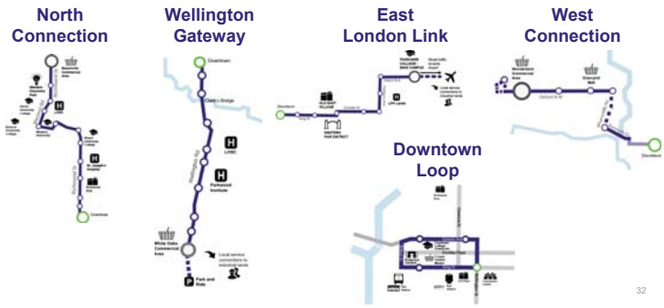
- Addresses congestion in rapidly growing part of London
- Adds protected turn lanes at all intersections
- Improves capacity in general traffic lanes
- Renews 4.4 km of road by:
  - Widening road to establish continuous transit-only lanes
  - Coordinating with infrastructure work
  - Installing smarter traffic signals
  - Installing transit stations

Oxford St W and Wonderland Rd, looking west. Two traffic lanes would be maintained in each direction, supporting traffic flow and providing a convenient transit link to Wonderland commercial area.

Unbundling the project



Reframing the projects



Transportation Projects List

TMP

+

Cycling Master Plan

+

LTC Service Plan

- 5 Rapid Transit components
- 4 transit projects
- 10 transit-supportive projects

Input from members of the public

- Overview of funding opportunity
- Recap of request from Council
- Short staff presentation summarizing each project on list
- Questions from members of the public

Civic Works Committee

Report

6th Meeting of the Civic Works Committee
March 18, 2019

PRESENT:	Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman, E. Peloza
ABSENT:	Mayor E. Holder
ALSO PRESENT:	Councillor J. Helmer; K. Chambers, S. Chambers, M. Davenport, U. DeCandido, G. Gauld, K. Graham, M. Hutchinson, D. MacRae, S. Maguire, S. Mathers, B. Nourse, M. Ribera, A Rozentals, P. Shack, J. Stanford, B. Westlake-Power, J. Yanchula and G. Zhang

The meeting was called to order at 12:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That items 2.1 - 2.8, 2.10 - 2.13, 2.15, 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 1st Report of the Rapid Transit Implementation Working Group

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

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

2.2 2nd Report of the Transportation Advisory Committee

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

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

2.3 3rd Report of the Cycling Advisory Committee

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

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

2.4 Amendments to the Traffic and Parking By-law

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

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

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

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

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

2.6 2019 Renew London Infrastructure Construction Program

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

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

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

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

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

2.8 Mornington Area Storm Drainage Servicing Municipal Class Environmental Assessment: Notice of Completion

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

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

2.10 Toilets are Not Garbage Cans Sticker Initiative

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

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

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

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

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

2.12 Single Source 19-05 Tree Pruning and Removal Services

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

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

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

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

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

2.15 Highbury Avenue Noise Study and Review of Local Improvement Noise Barrier Policies and Procedures

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

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

2.9 Blue Communities Program Feasibility

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

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)

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)

Voting Record:

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

That Civic Administration Be REQUESTED to report back to Civic Works Committee with respect to the feasibility of implementing the Blue Communities Program, including the financial impacts of this implementation.

Yeas: (2): S. Lewis, and E. Peloza

Nays: (3): P. Squire, M. van Holst, and S. Lehman

Absent: (1): E. Holder

Motion Failed (2 to 3)

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

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

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)

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

3.1 Items not to be heard before 12:10 PM and 12:15 PM - PUBLIC PARTICIPATION MEETING - Proposed Water By-law (W-8) and Wastewater & Stormwater By-law (W-28) Amendments

Moved by: E. Peloza
Seconded by: M. van Holst

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)

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to open the public participation meetings, for the Proposed Water By-law and the Wastewater and Stormwater By-Law Amendments.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: M. van Holst
Seconded by: E. Peloza

Motion to close the public participation meetings, for the Proposed Water By-law and the Wastewater and Stormwater By-Law Amendments.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

4.1 Stopping and Parking in Dedicated Bicycle Lanes

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

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

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

That it BE NOTED that the Deferred Matters List as amended, 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)

6. Adjournment

The meeting adjourned at 1:07 pm

APPENDIX B

BY-LAW TO AMEND THE WATER BY-LAW (W-8)

Bill No.

By-law No. W-8

A by-law to amend By-law W-8 entitled, “Regulation of Water Supply in the City of London.”

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

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

AND WHEREAS it is deemed expedient to amend By-law No. W-8 being the Regulation of Water Supply in the City of London By-law;

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

1. Part 1 of By-law W-8 is hereby amended by **adding** the following:

“Residential” means a single detached residence, semi-detached, and/or individually metered townhome unit, including homes with an accessory apartment or home occupation which is not served by a separate Meter.

2. Section 3.3 of By-law W-8 is hereby amended by **deleting** the existing Sections 3.3 and **replacing** it with a new Section 3.3, as follows:

“**3.3 Meter reading and billing**
Water meters may be read and accounts rendered monthly, bi-monthly or on any other basis at the discretion of the City. The bill shall be deemed to be served upon the customer if it is delivered or sent by mail to the Premises supplied, or if notice of bill availability is delivered electronically where the customer has elected for an electronic means of contact. The City, in its sole discretion, shall collect customer water consumption data with a drive-by Meter reading system on a route by route basis.

3.3.1 If a meter fails to register or a read is not collected for any other reason, the customer shall be charged on the basis of a reasonable estimate as determined by the City of London derived from previous consumption at the property where available. At the time when a meter read is collected, the account will be adjusted based on the actual metered consumption during the estimated period.

3. Section 3.4 of By-law W-8 is hereby amended by deleting the existing Section 3.4, as follows:

“**3.4 Meter reading and billing – drive-by Meter reading route**
The City, in its sole discretion, may measure water usage with drive-by Meter reading system on a route by route basis. Customers may request that an encoder Meter be installed with an external Remote Read-Out Unit. Customer’s that request an encoder Meter be installed shall pay the applicable charge as indicated in Section 3.3 of attached Schedule “A”.”

4. Section 3.14.2 of By-law W-8 is hereby amended by deleting the existing Section 3.14.2 and replacing it with the new Section 3.14.2, as follows:

“3.14.2 Frontage charge

(1) A frontage charge shall be payable as set out in Section 3.3 of attached Schedule “A” when a Service Stub is connected to the Water Distribution System.

(2) Subsection 3.14.2(1) does not apply when a connection is made to a Main and that connection:

(a) has been financed under the provisions of a local improvement;

(b) is the subject of an area rate or special local municipality levy by-law;

(c) is made to a Main financed under the Development Charges By-law and a Water Distribution Development Charge has been paid;

(d) is made to land that includes a building for which a Water Distribution Development Charge has been paid, or;

(e) is made to land which was already legally connected to the Main and the connection is being replaced due to condition and/or size.”

5. Section 3.16 of By-law W-8 is hereby amended by deleting the existing Section 3.16, and replacing it with a new Section 3.16, as follows:

“3.16 Temporary Water supply – no connections to a fire hydrant without consent
No person shall connect to a fire hydrant without the written consent of the Engineer. After receiving consent, that person shall pay the charges as indicated in Section 3.3 of attached Schedule “A”. A deposit, equal to the Water Consumption Minimum Charge plus the Hydrant Connection/Disconnection fee, must be paid prior to the connection being made. Where a person has been connected to a fire hydrant without consent, the City will invoice that person the Illegal Connection Charge, as indicated in Section 3.3 of attached Schedule “A”.”

6. Section 3.19 of By-law W-8 is hereby amended by deleting the existing Section 3.19 and replacing it with a new Section 3.19, as follows:

“**3.19 Retroactive credits or charges for billing errors**
If a billing error is made, the account may be retroactively recalculated for a period not exceeding two (2) years from the date of detection with resulting credits or charges being applied to the account.”

7. Part 6 of By-law W-8 is hereby amended by deleting the existing Section 6.17 through 6.18 and replacing it with a new Section 6.17 through 6.19, as follows:

“6.17 Responsibility for Hydrant Damage Repair – Private property
Hydrants located on private property that sustain damage shall be repaired within seven (7) days. Responsibility for repairs is as follows:

a) Damage above the break-away flange shall be repaired by the City of London, or by persons authorized by the City, at the expense of the City;
b) Damage below the break-away flange, including the barrel, shall be repaired by the Owner, at the expense of the Owner.

6.18 Renewal of Service Stubs - City – Owner
The City shall renew Service Stubs on public property at its expense and to its specifications when:

a) Service Stub is deemed by the Engineer to be beyond repair;
b) the existing Service Stub is substantially composed of lead provided the Owner has completed replacement of the Service Extension before the City replaces the Service Stub. The replacement Service Stub shall conform to the specifications of

the City. Replacement Service Stub shall be the same size as existing or the minimum size for that area of the City.

6.19 Access - removal - inspection - fittings
Where a Customer discontinues the use of a Water Service, or the Engineer lawfully refuses to continue to supply Water to the Premises, the Engineer may, at all reasonable times, enter the Premises in or upon which the Customer was supplied with the Water service, for the purpose of disconnecting the supply of Water or of making an inspection from time to time to determine whether the Water service has been or is being unlawfully used or for the purpose of removing therefrom any fittings, machines, apparatus, Meters, pipes or other things being the property of the City in or upon the Premises, and may remove the same therefrom, doing no unnecessary damage."

8. Part 7 of By-law W-8 is hereby amended by deleting the existing Section 7.2 through 7.19 and replacing it with a new Section 7.2 through 7.22, as follows:

"7.2 Fire Fighting Water Through Meter – Remedy
Firefighting Water that passes through a Meter supplied by the City for a legitimate and verifiable fire incident, to the satisfaction of the Engineer, and exceeds three times the average consumption through the Meter, will be eligible for a billing adjustment. Billing charges will be based on the average consumption through the Meter, as determined by the Engineer.

7.3 Supply - installation - ownership - replacement
The Owner shall pay the Water Related Service charges as indicated in Section 3 of attached Schedule "A", before the City will supply the owner with a Meter and Remote Read-Out Unit and the Meter and Remote Read-Out Unit shall be installed prior to occupancy of the Premises. The Meter and Remote Read-Out Unit shall remain the exclusive property of the City and may be removed at the Engineer's discretion, upon the same being replaced by another Meter and Remote Read-Out Unit, or for any reason which the Engineer may, in their discretion, deem sufficient.

7.4 Installation - maintenance - repair - access
The Engineer may shut off or restrict the supply of Water to any Premises if the Engineer requires access to the Premises to inspect, install, repair, replace, or alter the Meter and the Remote Read-Out Unit. The Engineer shall have free access, at all reasonable times, and upon notice given as set out in section 7.4 of this by-law, to all parts of every Premises to which any Water is supplied for the purpose of inspecting, installing, repairing, replacing or altering the Meter and/or Remote Read-Out Unit, within or without the Premises, or for placing Meters upon any Water Service Pipe within or without the Premises as the Engineer considers expedient.

7.5 Notice required - access
Before shutting off or restricting the supply of Water, the Engineer shall,

(a) by personal service or by registered mail, serve the Owner, Customer and Occupants of the Premises as shown on the last returned assessment roll of the municipality with a notice of the date upon which the City intends to shut off or restrict the supply of Water if access to the Premises is not obtained before that date;
(b) securely attach a copy of the notice described in clause (a) to the Premises in a conspicuous place.

7.6 No shut off - reasonable effort - gain access
The Engineer shall not shut off or restrict the supply of Water unless it has made reasonable efforts to gain access to the Premises and has been unable to gain access within fourteen (14) days after the later of,

(a) the day the last notice under part (a) of section 7.4 of this by-law was personally served;
(b) the day the last notice under part (a) of section 7.4 of this by-law was mailed; and

(c) the day a copy of the notice was attached under part (b) of section 7.4 of this by-law.

7.7 Restoration of Water supply - as soon as practicable
If the Engineer has shut off or restricted the supply of Water under section 7.3 of this bylaw, the Engineer shall restore the supply of Water as soon as practicable after obtaining access to the Premises.

7.8 Charges - Owner or Customer to pay
All charges for any of the work and services mentioned in sections 7.3 and 7.6 of this by-law will be determined by the Engineer as indicated in Section 3.3 of attached Schedule “A” and shall be paid in full by the Owner or the Customer, as the case may.

7.9 Every Premises Metered - Engineer's discretion
Every separate Premises to which Water is being supplied shall be furnished with a separate Meter, supplied by the City except where non-compliance is acceptable to the Engineer. Additional Meters, supplied by the City, may only be installed at the discretion of the Engineer.

7.10 Installation to City Specifications
All Meters, supplied by the City, shall be installed in accordance with the City’s Standard Contract Documents.

7.11 Meter Installation Options
All water meters and radio read devices are to be installed, as per the City’s specifications, inside the premises that it is servicing. If an Owner wishes to alter this standard installation practice, the Owner shall complete an application form and agree to pay all associated costs with the selected option as per Section 3.3 of attached Schedule “A”, for as long as that option is in use. If the application is approved, the selected alternative option will be scheduled for installation. Owners are entitled to revert back to standard meter installations, meter reading and billing, at any time, but will be subject to all associated costs as per Section 3.3 of attached Schedule “A”, as required to undertake that request. Water meters in conjunction with the radio device assist with early detection and notification of potential high consumption associated with leaks. Therefore, any property that does not have a Radio Device attached to the meter or wired outside, will not be eligible to participate in Customer Assistance programs.

7.12 Meter Installation Options – Alternatives from standard installation
The following water meter installation options are available, by application:

a) Radio Device Wired to Outside of House – if an application is approved, all water meters are to be installed, as per the City’s specifications, inside the premises that it is servicing. If an Owner wishes to have the remote read out device (radio device) wired remotely from the water meter to the external portion of the premises, in most cases the hydroelectric stack, the Owner is responsible for obtaining the wire from the City and pre-installing it from the hydroelectric stack to the internal water meter location. The radio device will then be installed onto the premises existing hydroelectric stack by City staff.

b) Touch Pad Wired to Outside of House – if an application is approved, all water meters are to be installed, as per the City’s standard design, inside the premises that it is servicing. If an Owner wishes to have a remote read out device (touch pad) wired remotely from the water meter to the external portion of the premises, in most cases the hydroelectric stack, the Owner is responsible for obtaining the wire from the City and pre-installing it from the hydroelectric stack to the internal water meter location. The touch pad device will then be installed onto the premises existing hydroelectric stack by City staff. Owners opting for this alternative shall be made aware that the City of London will attempt a meter reading only once per annum, and that the water and sanitary charges will be on the basis of a reasonable estimate as determined by the City of London derived from previous consumption at the property. At the time when a meter read is collected, the account will be adjusted

based on the actual metered consumption during the estimated period. Owners opting for this alternative installation practice will not be eligible to participate in Customer Assistance programs.

c) Meter Pit Installation – if an application is approved, all water meter pits are to be installed, as per the City's standard design, by the City of London, or its authorized contractor, at the City's sole discretion. The meter pit will be fitted with a water meter and remote read out device (radio device). Meter pits will be installed on the public side of the property line, in the current location of the water service to the premises, and will also include a standard curb stop. The City will not be responsible for final restoration work, including, but not limited to, topsoil, grass, sod, asphalt, or concrete. The City will perform rough restoration to surface, to the extent possible, such that the Owner can complete final restoration at their expense. The Owner will become responsible for all water consumption from the point of the meter pit."

7.13 Meter location - Engineer to consent to change
Once installed in accordance with the City's Standard Contract Documents, the location of a Meter shall not be changed by any person except with the written consent of the Engineer.

7.14 Private Meters - Owner responsible
The City will not supply, install, inspect or read private meters, nor will the City bill consumption based on private meters. Water supply pipes to private meters must be connected to the Owner's Plumbing System downstream the City's Meter.

7.15 Reading Meter - access
The Engineer shall be allowed access to the Premises and be provided free and clear access to the Meter where Water is being supplied at all reasonable times for the purpose of reading, at the discretion of the Engineer. Where such access to the Premises and/or free and clear access to a Meter is not provided by the Customer within fourteen (14) days upon written notification by the City, as set out in Section 7.4 and 7.5 of this by-law, the Engineer may shut off or restrict the supply of Water to the Premises until such time as free and clear access to the Meter is provided.

7.16 Valve maintenance - responsibility of Owner
The Owner shall supply and install the inlet valve to the Meter where the Meter and the Service Extension is 25 mm or larger. The Owner shall be responsible for maintaining in good working order, the inlet valve to the Meter if the Meter and the Service Extension is 25 mm or larger, as well as the outlet and by-pass valves for all Meters, and shall ensure that such valving is accessible.

7.17 Leaks must be reported
Any leaks that may develop at the Meter or its couplings must be reported immediately to the City. The City is not liable for damages caused by such leaks.

7.18 Interference with Meter not permitted
No person, except the Engineer, shall be permitted to open, or in any way whatsoever to tamper with any Meter, or with the seals placed thereon, or do any manner of thing which may interfere with the proper registration of the quantity of Water passing through such Meter, and should any person change, tamper with or otherwise interfere, in any way whatsoever, with any Meter placed in any Premises, the Engineer may forthwith, without any notice, shut off the Water from such Premises, and the Water shall not be again turned on to such Premises without the express consent of the Engineer.

7.19 Owner responsible to repair piping
If, in the opinion of the Engineer, the condition of the Service Extension and/or valves and of the Plumbing System on such piping is such that the Meter cannot be safely removed for the purpose of testing, replacing, repairing or testing in place without fear of damage to Premises, the Engineer may require the Owner or Customer to make such repairs as may be deemed necessary to facilitate the removal or testing of the Meter. If, upon notification, the Owner does not comply with the Engineer's request, then the

Water supply to the Premises may be turned off at the shut-off valve during removal, replacement, repair and testing of the Meter and the City shall not be held responsible for any damages to the Owner's Premises arising from such work.

7.20 Non-functioning Meter - amount of Water estimated
If, for any reason a Meter shall be found to not be working properly, then the amount of Water Usage Charge shall be estimated based on the average reading for the previous months, when the Meter was working properly, or, if unavailable or proven inaccurate, the amount of Water Usage Charge shall be estimated on a daily average when the Meter is working properly, and the Water Usage Charge for the period during which the Meter was not working properly shall be based thereon.

7.21 Meter testing for Customer - deposit - conditions
Any Customer may, upon written application to the Engineer, have the water meter checked for accuracy. Every such application shall be accompanied by a deposit equal to the fee for checking the meter for accuracy as set out in Section 3.3 of attached Schedule "A". If the Meter is found to register correctly, slow or not to exceed three per cent (3%) in favour of the City when tested in accordance with *Section 4.2.8 of ANSI/AWWA C700 and AWWA Manual M6, Water Meters – Selection, Installation, Testing, and Maintenance*, the Customer's deposit shall be forfeited towards the cost of the test. Any additional expense of removing and testing of the Meter will be paid for in full by the Customer. If the Meter is found, when tested to register in excess of three per cent (3%), a refund will be made to the Customer equal to such excess percentage of the amount of the account for the period of four (4) months prior to such testing of the Meter, plus the Customer's deposit for the test.

7.22 Meter reading supersedes Remote Read-Out Unit reading
Where the Meter equipped with a Remote Read-Out Unit of any type and a discrepancy occurs between the reading at the register of the Meter itself and the reading on the Remote Read-Out Unit, the City will consider the reading at the Meter to be correct, and will adjust and correct the Customer's account accordingly."

9. Section 9.1 of By-law W-8 is hereby amended by deleting the existing Section 9.1 and replacing it with a new Section 9.1, as follows:

"**9.1 Regulations - Use of Water Externally**
For the purpose of limiting the consumption of Water as necessary:

(a) The Engineer is authorized to implement at any time any regulation which The Engineer, at The Engineer's discretion, considers advisable to limit the External Use of Water and this authority includes the right to ban completely the External Use of Water.

(b) Notice of the implementation of a Water use regulation by The Engineer and the effective date thereof shall be given immediately in a manner determined by The Engineer.

(c) Upon the announcement of the implementation of a Water use regulation by The Engineer, no person shall use Water except in accordance with the provisions of such regulation."

10. Schedule "A", Section 3.3, of By-law W-8 is hereby amended by deleting the existing Section 3.3 and replacing it with a new Section 3.3, as follows:

"3.3 Miscellaneous Charges
Miscellaneous charges shall be as noted in the table below.

Service or Activity	January 1, 2017 Charge	January 1, 2018 Charge	January 1, 2019 Charge	March 26, 2019 Charge
Change of occupancy/ Account set-up/ Security deposit	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
Late payment	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
NSF cheques	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
Collection charges	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
Bulk Water User charges Cost of Water per 1,000 litres	$3.54	3.65	$3.76	$3.76
Inspecting Waterworks installations/disconnections after hours (3 hour minimum charge)	$118.85 per hour	$122.42 per hour	$126.09 per hour	$130.00 per hour
Disconnection of Water Service During regular hours After regular hours	$35.00 $185.00	$35.00 $185.00	$35.00 $185.00	$35.00 $185.00
Arrears Certificate charges (non-payment/arrears)	$50.00 per property	$50.00 per property	$50.00 per property	As set by, payable to, and directed to London Hydro
Disconnect and Reconnect Meter at customer request 16 and 19 mm 25 mm and larger	$196.01 $333.62	$201.89 $343.63	$207.95 $353.94	$130.00 $260.00
Install Water Meter and Remote Read-Out Unit at customer request 16 and 19 mm 25 mm and larger	$300.30	$309.31	$318.59	$300.00 Time and material
Repair damaged Water Meter 16 and 19 mm 25 mm and larger	$206.43 Time and Material	$212.62 Time and Material	$219.00 Time and Material	$230.00 Time and Material
Meter checked for accuracy (at customer's request and found to be accurate) 16 and 19 mm 25 mm and larger	$154.28 $208.51	$158.91 $214.77	$163.68 $221.21	$265.00 $395.00
Builder and Developer Frontage Charges: (based on actual frontage which directly abuts City right-of-way) Residential (maximum 50 metres) Commercial, Institutional and Industrial	$215.49 per metre $229.19 per metre	$221.95 per metre $236.07 per metre	$228.61 per metre $243.15 per metre	$228.61 per metre $243.15 per metre
Valve Rod Extensions (by length):				

2 Foot 2 ½ Foot 3 Foot 3 ½ Foot 4 Foot 4 ½ Foot 5 Foot 5 ½ Foot 6 Foot 6 ½ Foot 7 Foot 7 ½ Foot 8 Foot 9 Foot 10 Foot				$65.97 $67.23 $68.47 $69.73 $70.98 $72.24 $73.49 $74.75 $75.99 $77.25 $78.50 $79.76 $81.01 $83.51 $86.02
Illegal Hydrant Connection	$612.98 /offence + water Consumption	$631.37 /offence + water Consumption	$650.31 /offence + water Consumption	$750.00 /offence + water Consumption
Temporary Hydrant Connection				
Hydrant connection /disconnection	$226.81	$233.61	$240.62	$220.00
Hydrant occupancy	$42.91 /week	$44.20 /week	$45.53 /week	$40.00 /week
Water consumption				
Minimum charge (up to 300 m^3)	$980.78	$1,010.20	$1,040.51	$975.00
All additional consumption	$3.28/$m^3$	$3.38 /$m^3$	$3.48/$m^3$	$3.25/$m^3$
Water Meter Installation Options (by application):				
Radio Device Wired to Outside of House (see application for details)				No Charge
Touch Pad Wired Outside of House (see application for details)				Is not eligible for Customer Assistance Programs (see application for details)
Meter Pit Installation				Time and Material ($2,500.00 deposit required, see application for details)

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

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.

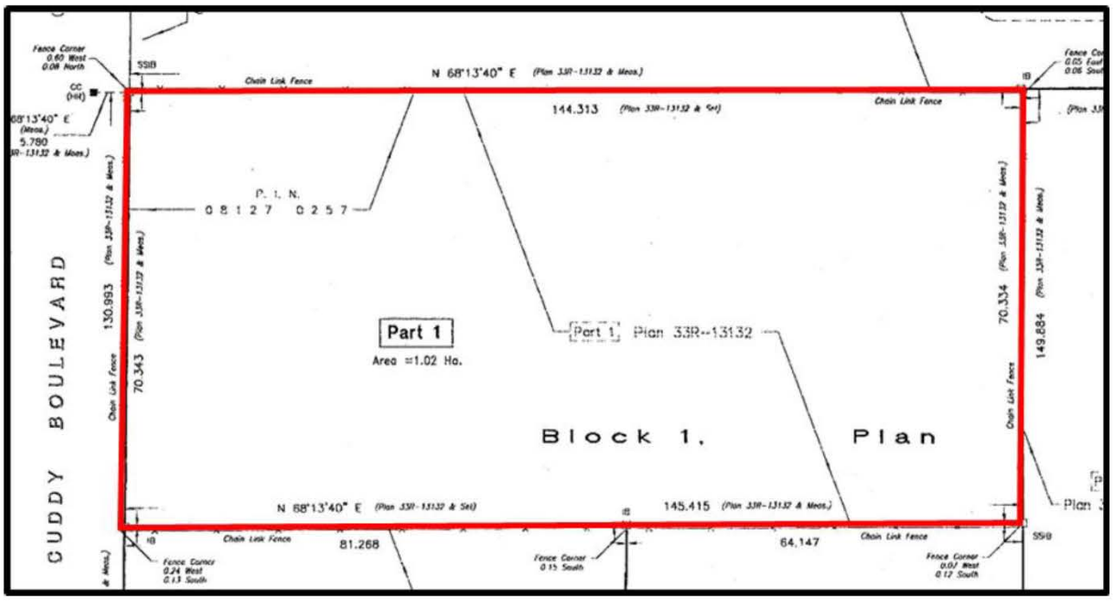
SCHEDULE "E-1"

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.

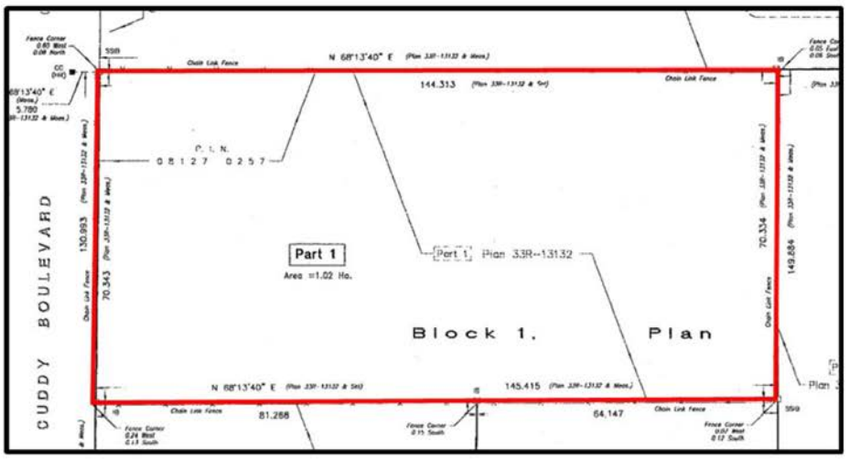
21. The cost of service connections from the main to the property line is the responsibility of the purchaser.

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

Strategic Priorities and Policy Committee

Report

8th Special Meeting of the Strategic Priorities and Policy Committee
March 20, 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: M. Hayward, A. Bush, S. Corman, R. Hicks, D. MacRae, S. Mathers, J. Raycroft, C. Saunders, M. Schulthess, E. Skalski, S. Spring, B. Somers, B. Westlake-Power, R. Wilcox and H. Woolsey.

The meeting is called to order at 3 PM.

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 also 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. Consent

None.

3. Scheduled Items

3.1 Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List for Consideration

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

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.

Motion Passed

Voting Record:

Moved by: J. Morgan
Seconded by: S. Lehman

Motion to open the Public Participation Meeting.

Motion Passed

Moved by: P. Van Meerbergen
Seconded by: M. Salih

Motion to close the Public Participation Meeting.

Motion Passed

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 7:50 PM.

PUBLIC TRANSIT INFRASTRUCTURE STREAM - TRANSPORTATION PROJECTS

Strategic Priorities and Policy Committee - Public Participation Meeting
March 20, 2019

Council Resolution – February 13, 2019

- Staff ASSEMBLE a list of transportation projects that are both likely to be eligible for PTIS funding and able to be delivered within the PTIS funding window ending in March of 2028;
- the list BE CONSIDERED at a special meeting of Strategic Priorities and Policy Committee, including a Public Participation Meeting, to be held off site on Wednesday March 20, 2019 at 3:00 PM;

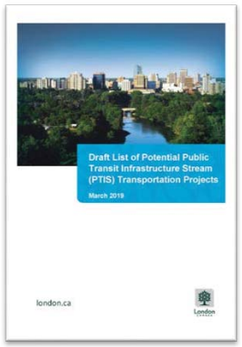
The Funding Opportunity

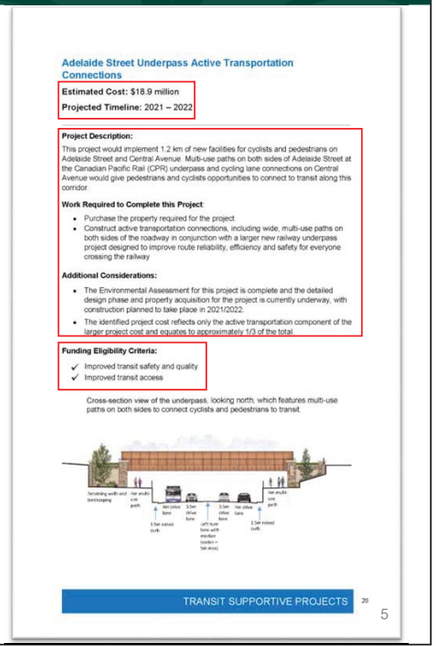
$130M	$170M	$200M
Municipal contribution	Provincial investment	Federal allocation

Eligibility Criteria

- ✓ Improved capacity of public transit infrastructure
- ✓ Improved quality and/or safety of transit systems
- ✓ Improved access to a public transit system

List of Potential Public Transit Infrastructure Stream Transportation Projects





Adelaide Street Underpass Active Transportation Connections

Estimated Cost: $18.9 million
Projected Timeline: 2021 – 2022

Project Description:

This project would implement 1.2 km of new facilities for cyclists and pedestrians on Adelaide Street and Central Avenue. Multi-use paths on both sides of Adelaide Street at the Canadian Pacific Rail (CPR) underpass and cycling lane connections on Central Avenue would give pedestrians and cyclists opportunities to connect to transit along this corridor.

Work Required to Complete this Project:

- Purchase the property required for the project
- Construct active transportation connections, including wide, multi-use paths on both sides of the roadway in conjunction with a larger new railway underpass project designed to improve route reliability, efficiency and safety for everyone crossing the railway

Additional Considerations:

- The Environmental Assessment for this project is complete and the detailed design phase and property acquisition for the project is currently underway, with construction planned to take place in 2021/2022.
- The identified project cost reflects only the active transportation component of the larger project cost and equates to approximately 1/3 of the total.

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality
- ✓ Improved transit access

Cross-section view of the underpass, looking north, which features multi-use paths on both sides to connect cyclists and pedestrians to transit.

TRANSIT SUPPORTIVE PROJECTS

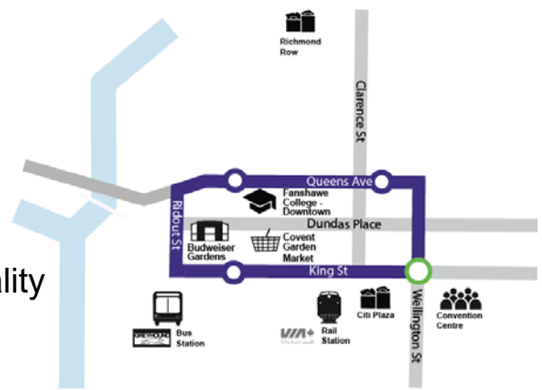
The Context

- The London Plan
- Smart Moves Transportation Master Plan
- Rapid Transit Master Plan
- Transit Project Assessment Process
- Cycling Master Plan
- Asset Management
- LTC 5-Year Plan

Downtown Loop

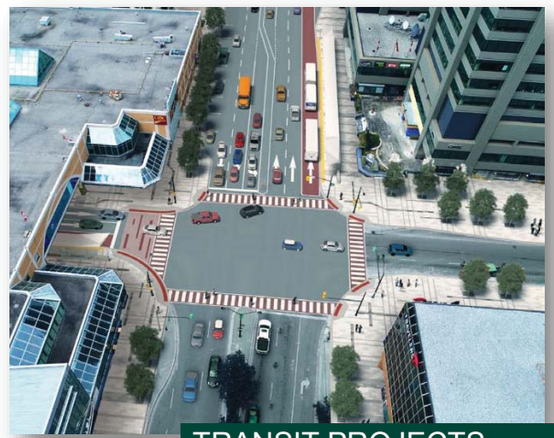
Estimated Cost: $28.5 million
Projected Timeline: 2021 – 2023
Funding Eligibility Criteria:

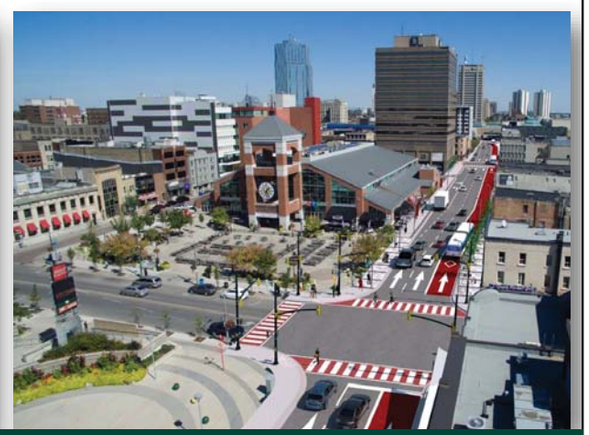
- ✓ Improved transit capacity
- ✓ Improved transit safety and quality
- ✓ Improved transit access



TRANSIT PROJECTS

Downtown Loop





TRANSIT PROJECTS

Wellington Road Gateway

Estimated Cost: $131.8 million

Projected Timeline: 2023 – 2026

Funding Eligibility Criteria:

- ✓ Improved transit capacity
- ✓ Improved transit safety and quality
- ✓ Improved transit access

Wellington Road Gateway

Wellington Road Gateway

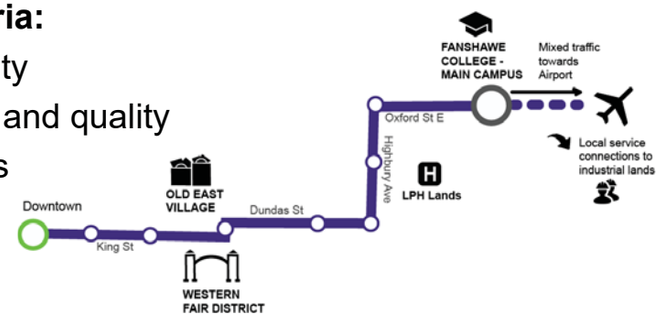
East London Link

Estimated Cost: $120.2 million

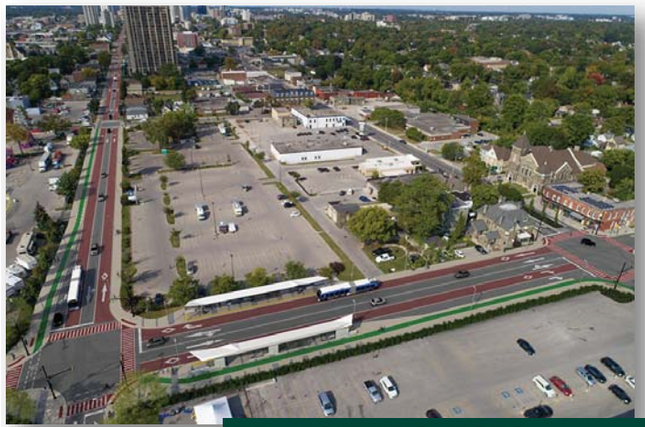
Projected Timeline: 2022 – 2024

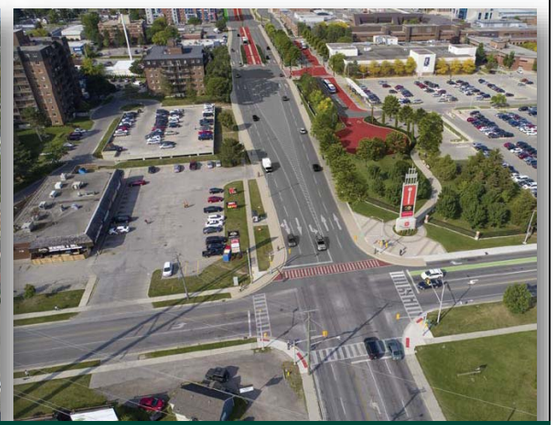
Funding Eligibility Criteria:

- ✓ Improved transit capacity
- ✓ Improved transit safety and quality
- ✓ Improved transit access



East London Link





TRANSIT PROJECTS

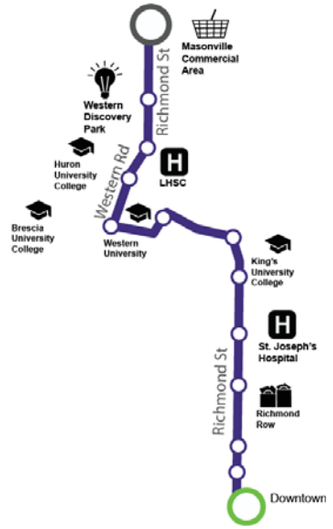
North Connection

Estimated Cost: $147.3 million

Projected Timeline: 2024 – 2027

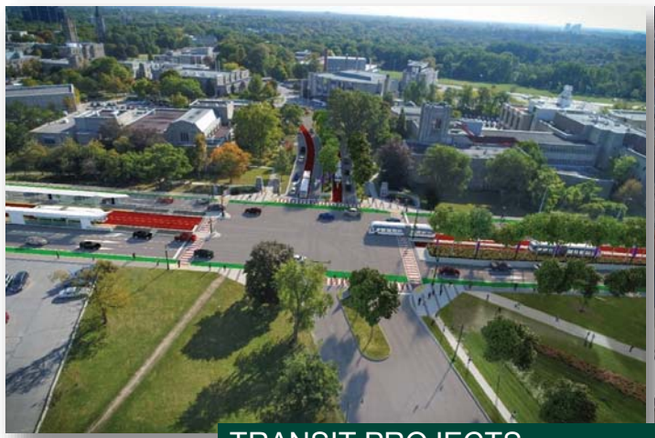
Funding Eligibility Criteria:

- ✓ Improved transit capacity
- ✓ Improved transit safety and quality
- ✓ Improved transit access



TRANSIT PROJECTS

North Connection



TRANSIT PROJECTS

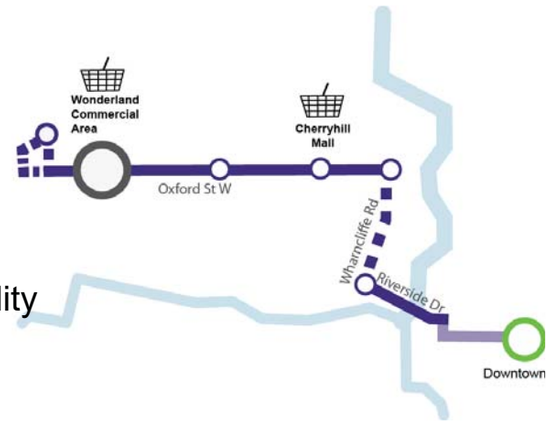
West Connection

Estimated Cost: $72.2 million

Projected Timeline: 2025 – 2028

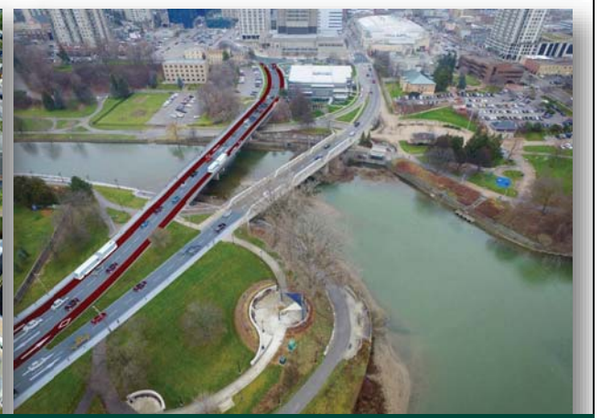
Funding Eligibility Criteria:

- ✓ Improved transit capacity
- ✓ Improved transit safety and quality
- ✓ Improved transit access



TRANSIT PROJECTS

West Connection



TRANSIT PROJECTS

Intelligent Traffic Signals

Estimated Cost: $28.0 million

Projected Timeline: 2020 – 2028

Funding Eligibility Criteria:

- ✓ Improved transit capacity
- ✓ Improved safety and quality

Project cost includes $15.0 million overlap with rapid transit projects.

TRANSIT PROJECTS

Expansion Buses

Estimated Cost: $25.2 million

Projected Timeline: 2020 – 2028

Funding Eligibility Criteria:

- ✓ Improved transit capacity
- ✓ Improved transit access

TRANSIT PROJECTS

On Board Information Screens

Estimated Cost: $5.0 million

Projected Timeline: 2020 – 2023

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality

TRANSIT PROJECTS

Bus Stop Amenities

Estimated Cost: $1.1 million

Projected Timeline: 2020 – 2023

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality
- ✓ Improved transit access

TRANSIT PROJECTS

Pedestrian Connectivity Improvements

Estimated Cost: $21.8 million

Projected Timeline: 2019 – 2027

Funding Eligibility Criteria:

- ✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

New Sidewalks

Estimated Cost: $11.1 million

Projected Timeline: 2020 – 2028

Funding Eligibility Criteria:

- ✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

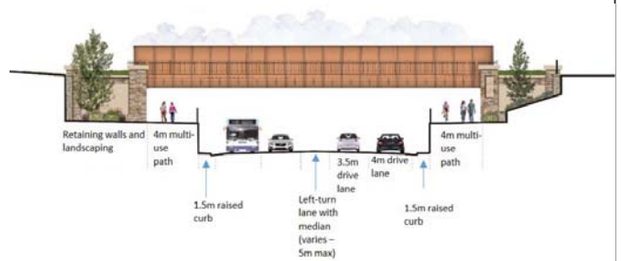
Adelaide Street Underpass – Active Connections

Estimated Cost: $18.9 million

Projected Timeline: 2021 – 2022

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality
- ✓ Improved transit access



TRANSIT SUPPORTIVE PROJECTS

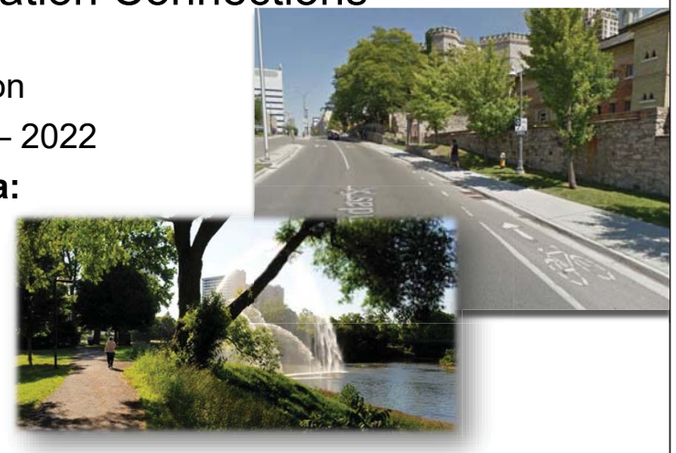
Active Transportation – Transit Route Bridges

Estimated Cost: $31.4 million
Projected Timeline: 2020 – 2028
Funding Eligibility Criteria:
✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

Dundas Place Thames Valley Parkway – Active Transportation Connections

Estimated Cost: $4.0 million
Projected Timeline: 2021 – 2022
Funding Eligibility Criteria:
✓ Improved transit access



TRANSIT SUPPORTIVE PROJECTS

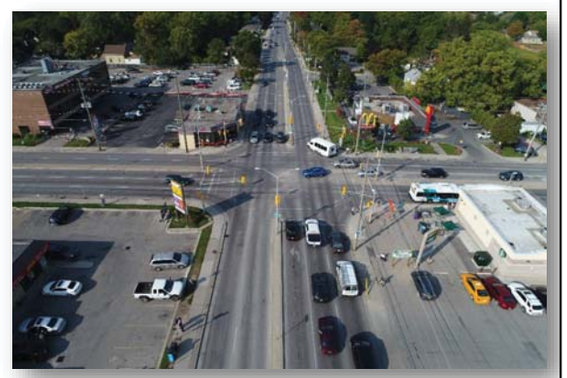
Dundas Street Old East Village – Streetscape Improvements

Estimated Cost: $8.2 million
Projected Timeline: 2020 – 2022
Funding Eligibility Criteria:
✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

Oxford / Wharncliffe Intersection Improvements

Estimated Cost: $17.8 million
Projected Timeline: 2025 – 2027
Funding Eligibility Criteria:
✓ Improved transit capacity
✓ Improved transit safety and quality



TRANSIT SUPPORTIVE PROJECTS

Cycling Routes to Downtown Transit

Estimated Cost: $7.7 million

Projected Timeline: 2020 – 2028

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality
- ✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

Cycling Route Connections

Estimated Cost: $38.7 million

Projected Timeline: 2020 – 2028

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality
- ✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

Enhanced Bike Parking

Estimated Cost: $4.0 million

Projected Timeline: 2020 – 2028

Funding Eligibility Criteria:

- ✓ Improved transit safety and quality
- ✓ Improved transit access

TRANSIT SUPPORTIVE PROJECTS

PUBLIC TRANSIT INFRASTRUCTURE STREAM - TRANSPORTATION PROJECTS

Strategic Priorities and Policy Committee - Public Participation Meeting
March 20, 2019

Transportation Project List

Transit Projects:	Transit Supportive Projects:
• Downtown Loop • Wellington Road Gateway • East London Link • North Connection • West Connection • Intelligent Traffic Signals (TIMMS) • Expansion buses • On-board Information Screens • Bus Stop Amenities	• Pedestrian Street Connectivity Improvements to the Transit Network • New Sidewalks • Adelaide Street Underpass Active Transportation Connections • Active Transportation Improvements across Transit Route Bridges • Dundas Place Thames Valley Parkway Active Transportation Connection • Dundas Street Old East Village Streetscape Improvements • Oxford Street / Wharncliffe Road Intersection Improvements • Cycling Routes Connecting to Downtown Transit • Enhanced Bike Parking

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 PUBLIC PARTICIPATION MEETING – Investing in Canada Infrastructure Program Public Transit Stream Transportation Project List for Consideration

- Harold Usher – speaking in support of the proposed bus rapid transit projects, as per the attached submission;
- Helen Riordon – urging all Council members to construct all projects of the bus rapid transit, as per the submission on the public agenda;
- Penny Moore – suggesting that better transit for all is needed, and noting that paratransit should be included in the bus rapid transit projects, as per the attached submission;
- Resident – speaking against the evisceration of the bus rapid transit plan; suggesting that the proposed bus rapid transit plan is the best thing that could happen to the city; advising that London can become the best of Canada's mid-sized cities with the well thought, comprehensive bus rapid transit projects;
- Sammy Roach – speaking in support of the proposed bus rapid transit projects, noting that each provides opportunity to branch out and really make public transit a viable choice for residents, as per the attached submission;
- Rob Hueniken – providing information related to micro transit, as per his submission on the public agenda; suggesting that this is the future of public transit;
- Joe Fontana – noting that there is not any urgency to complete the bus rapid transit projects all at once; suggesting that London has developed differently than other cities; advising that everyone believes there is a need for better transit, particularly at peak times, but there are issues that are not addressed with the bus rapid transit projects such as under-serviced areas; speaking firmly against the north route, because it will not work; encouraging incremental steps to any development;
- Paul Hubert – speaking in support of the bus rapid transit plan as an economic development for London, and noting historical actions that have been to the detriment of the city, as per the attached submission;
- Jodi Simpson – acknowledging agreement with the comments of the previous speaker, in support of the bus rapid transit projects as economic development; noting that hundreds of thousands of hours (experts and individuals) have gone into the projects already; advising that London does not perform well against other municipalities with respect to public transit; imploring Council to make the right decision for the future of London, and leverage the additional funding that is available;
- Mike McKenzie – noting that he has probably never used any bus service in London, but expressing support for the bus rapid transit projects, with the exception of the north route; suggesting that there is a time constraint and the submission for funding should be done as soon as possible, the money is always on the table; speaking about the Adelaide project, traffic signals, the need for additional buses – hybrid, alternate fuel cells and noting support for the cycling downtown connections;
- Marcus Plowright – imploring Council to understand the impact of the decisions they make related to the funding available for the projects, as per the attached submission;
- James Chan – noting his public transit experience in other cities, and suggesting support, as per the attached submission;

- Dean Sheppard – speaking in support of all parts of the bus rapid transit plan and encouraging Council's support for the whole project, as per the submission on the public agenda;
- Ed Goodhue – providing information about the Kitchener-Waterloo experience; suggesting that there are new ways for public transit that are more effective such as micro transit; suggesting that the city can experiment with the technologies going forward and there will be employment opportunities for autonomous vehicle building; noting that there are other municipalities facing these same challenges and members need to think about today's and tomorrow's technology;
- Joy Cameron – speaking in support of the full bus rapid transit network; advising that transportation as a social justice issue; providing details of her own experience as a cyclist and public transit user; suggesting that not everyone can drive, some people are unable to ride a bike, others cannot afford a taxi or personal car – but everyone can ride the bus; advising that these decisions have impacts for those living with disabilities or in poverty;
- Resident - speaking in favour of all projects, but particularly the north corridor; noting that students are a lot of the ridership; suggesting that there are clear economic impacts to having students be able to get around, better service would result in additional students staying after graduation; suggesting that we have this opportunity now, and should take it now;
- Danny Chang – urging support of the entire project, but in particular the north connection, noting that this is crucial for more efficient and affordable transit, as per the attached submission;
- Aiden Fullarton – noting that as a student he had to buy a car, resulting in less money that he can spend in London in a year; encouraging support for the full bus rapid transit project, with notation that the north connection is essential;
- Resident – advising that his whole family uses the bus, and noting support for the bus rapid transit project, but also concern with the project business case; noting a need for more agile approach to transit; suggesting that most of the current transit ridership is subsidized; noting support for the proposed infrastructure, and encouraging a foundation to make the whole system better;
- Jeff Williams – speaking against the proposed bus rapid transit projects; noting his experience in Melbourne, compared to North America; suggesting that the proposed bus rapid transit will compound existing problems, and that people will not get out of their cars; suggesting that Council should review traffic lights for removal that are no longer useful, and encourage alternate designs in any new development that would encourage traffic to flow;
- Alex Masserant – noting support of the entire transit initiative, noting a need to get to the city from suburbia; suggesting people choose where to live, based on reliable transit; advising that bus rapid transit has flexibility and that there is availability to expand in the future; suggesting that under-used routes be removed; and noting that dedicated lanes equate to future development potential;
- John Hassan – noting support for the bus rapid transit projects as the work benefits all Londoners, as per the attached submission;
- M. Wallace, London Development Institute (LDI) – noting that the LDI recognizes the importance of the bus rapid transit project, as members are concerned about the mobility of the community, as per the attached submission;
- Paul Cocker – noting support for improved public transit, but also noting concerns with some facets of the current plan; noting that a major issue that can't be ignored is the railroad tracks in the city;

- Cathy Melo, Lambeth Community Association – noting that the plan focuses on the privileged north and northwest and there's not anything for the south of the City; noting the money that has been spent on the Bostwick Community Centre and there is not transit to the area; suggesting that transit improvements need to come before we talk about fancy systems;
- Ben Lansink – noting opposition to the proposed bus rapid transit plan, as per the submission on the public agenda;
- Sean O'Connell – noting some of his experiences, as he uses transit exclusively, and advising of his concern with the approach being taken for parts of the bus rapid transit project; suggesting a need for political will to see this entire project through, noting that dedicated lanes are key to rapid transit; suggesting it's time for Council to be innovative in supporting the whole project;
- Resident – noting concern for the timing of the meeting, meaning input may be limited; advising her support for the bus rapid transit project, and encouraging action now; noting the need to curb climate change is critical and bold action is needed; suggesting Council allow for the benefit of moving away from cars;
- Jen Sadler – noting support for the bus rapid transit projects, especially the north connection, per the attached submission;
- Sarah Gastle – noting that current transit in London is a problem, and that she uses active transit and transit; noting the need for dedicated lanes for the proposed bus rapid transit projects, as per the attached submission;
- Vicky Van Linden – noting a need for public transit and desire that future social projects not have funds diverted from them; noting concern with the proposed north connection (Richmond), but support for the remainder of the bus rapid transit projects; also noting concern for the areas that are excluded from the current plan;
- Paul Michael Anderson – noting that the current proposed projects are perfect, but they offer improved road equity; the bus rapid transit projects are a good first step, and should be approved entirely; suggesting that this is a moral choice, it's affordable and it will make London a more livable city;
- Gil Warren – noting support for the full bus rapid transit proposal; suggesting that sprawl doesn't support mass transit, it is designed for car use, and that micro-transit is not appropriate for density;
- Robin Pitman – suggesting that more cut-outs for buses are needed; noting support for the Adelaide underpass project; noting concerns with the proposed bus rapid transit plan;
- Dave Wayman – noting a need to fix London Transit, that is the root of more issues and should be a priority; questioning where the land to facilitate projects will come from; requesting the impact to property taxes be made known, and suggesting that residents be allowed to vote on the issue; advising that the project will exceed the proposed $500 million;
- Walter Lonc – suggesting that the October 2018 election was a referendum on the bus rapid transit, and the majority of Londoners don't want it; advising that voters will remember actions in 2022;
- David Winninger – comparing the consideration of the bus rapid transit projects to Brexit, where viable alternatives were not offered or suggested; noting his past experience on municipal council and London Transit Commission related to this matter; suggesting support for the bus rapid transit projects;
- Sandy Weir – noting displeasure in notification for this meeting, and suggesting that the projects amount to bus rapid transit presented in a different way, as per the attached submission;
- Josephine Pepe – expressing disappointment with the provided project list; citing current issues with Richmond Street traffic and suggesting that

the north route should be on Wharncliffe; expressing support for intelligent traffic signals;

- Cam Lee – expressing support for the bus rapid transit projects as a step in the right direction and it serves the majority of the city, as per the attached submission;
- Megan Carlson – noting that she commutes daily on the bus and suggesting that personal vehicles need to be made less convenient in order to battle climate change; encouraging support for the bus rapid transit projects;
- Matthew Hendry – referring to the original bus rapid transit plan, and noting his support of various proposed projects, as per the attached submission;
- Bob (Old South) – noting support for intelligent traffic signals and improving traffic flow; agreeing with the comments of J. Fontana that the current bus rapid transit is not workable, and that transit needs different enhancements especially in the north; indicating that getting people out of their cars is unlikely and unrealistic;
- Conrad Odegaard – noting that use of diesel fuel is a significant issue, and this needs to be considered in decision making, as per the attached submission;
- Susan Smith – noting she has been a long-time user of London transit and speaking in support of several projects: bus stop amenities, expansion buses, west connection, Adelaide underpass; noting that she can't ride her bike anymore, due to traffic;
- Tanya Whiteside – noting that it can take her two hours to get home on the bus and urging support of bus rapid transit and the dedicated lanes;
- Resident – noting there will never be unanimous agreement on project, and that it would be ideal to have the complete bus rapid transit plan approved;
- Steve Struthers – suggesting that if this opportunity doesn't proceed due to "political pain" it will be a permanently lost opportunity; noting the need for bus rapid transit, not piecemeal; noting that the bus rapid transit will also have potential impact for high speed rail;
- Stan Goss – noting opposition to the proposed bus rapid transit plan, particularly related to the trees that will be lost; noting a need for an improved system that goes to the south side of the city; advising the majority of voters were against bus rapid transit;
- Kirk Holman – noting that the city missed an opportunity when they didn't build a ring road; suggesting he would choose "none of the above" for the proposed projects;
- Joan Martin – providing her past experience with London Transit; suggesting completion of the west connection and that Council not proceed with the north connection, noting that the money saved could provide something for car drivers;
- Frank Fellice – noting support bus rapid transit for London, particularly the east London link; suggesting that staff have done a good job with engaging and listening; Adelaide underpass – positive experience; suggesting that a lot of good reasons have been noted to proceed with bus rapid transit, but the most important is the issue of climate change and is a main reason to support bus rapid transit;
- Gayle Harrison – noting the options (and associated timing) for transportation in the city, and advising that she is fortunate to have all of these options; suggesting that the system needs to focus on the people who do not have options and imploring that decisions be made for those people who have to use it, it will work for those who choose to use it;
- Matthew Pereira – requesting support of full bus rapid transit for London, not piecemeal; noting that London is a very car-centered city and that adequate transit is needed for getting to work; noting support for the north

route - while it takes a lane of traffic, it also gives dedicated turn lanes; advising that a dedicated plan is needed to grow the city and the full plan supports this;

- Jason Jordan – advising he takes the bus and can relax, listen to music, etc.; noting he also uses his bike a lot; suggesting people have to allow the most time when taking the bus, but that this is known; advising of his support all the parts of the bus rapid transit project and his support all 19 projects, because so much work needs to be done;
- Cedrick Richards – requesting support funding and implementation of bus rapid transit, as per the submission on the public agenda;
- Resident – noting his agreement with previous speakers, and suggesting that people will move to the city because of bus rapid transit; noting that to make London a great small city, people need to be able to get to work on time; suggesting that it is ok for politicians who ran anti-bus rapid transit platforms to change their mind, and support the projects;
- Anne Lausch – suggesting it's time for London to have a proper transit system, and encouraged implementation of bus rapid transit, as per the attached submission;
- Resident – noting concern for the proposed cost, particularly the 25% overage that is considered acceptable; question why after ten years of work, there's no Plan B;
- Theresa de Jeu – noting she does not have a car, and the overall transit system is just getting worse and suggesting that bus rapid transit is an expensive way to make the system even worse, as per the attached submission;
- Jasmine Ball – noting she uses active transportation, and transit; encouraging support for the bus rapid transit, and other amenities proposed; noting that when they considered moving to London from Ottawa, they looked at the London Plan; describing her transit experience in Ottawa (positive) and Windsor (negative); suggesting that Council needs to look long term, take leadership and consider the needs of the city as a whole;
- written submissions provided at the public participation meeting, and by email, at the request of the Chair.

Harold Usher

Subject: BRT - from Harold Usher, P. Eng., DTM -

Mr. Mayor Ed holder, Councillors! Greetings! Thanks for serving our City. Yours is a Very Noble vocation, that should be appreciated and respected. Know that I do both!

I'm here today, not to interfere, but to shine a bit of light on some things that may be forgotten or gotten lost!

I've been associated with BRT since its inception in 2006, first as a Member of the London Transit Commission (LTC) and simultaneously, as a City Council. I'd like to offer you my take on it.

It was initiated on the premise, after much observation, experiences and collection of data, by staff and drivers of the LTC, and discussion with **Consultants** and the **community**, that we had to do something about potential **traffic congestion** in our City.

Subsequent to its initiation, the **Smart Moves Transportation Master Plan** was developed with BRT as its base, and subsequently the **London Plan**. Many Public meeting were conducted throughout those periods, and the many people who attended were well informed and their inputs considered.

BRT is designed to help provide RELIEF to the potential **traffic congestion – RELIEF**, not just for Buses, but for all traffic. We missed the opportunity of building a **Ring Road**, years ago - BRT is our only chance to make up for it, as we move into the future.

This initial BRT that is being proposed can be extended, similarly as Sub-ways in larger cities are extended, after being initiated! More than likely, someday, it will extend out to the Airport, Argyle Mall, Hyde Park and even along Highbury or Adelaide and out to the West along Wharncliffe and Wonderland Roads, and others.

There is no doubt in my mind - BRT prepares the city for growth into the 22nd Century.

BRT allows development along its routes at various STOPS – where you can build up, instead of OUT, avoiding sprawl. In fact, it's already begun.
Our grand-children and great grand children's generations will benefit from BRT, if we start now.

Something that is not talked about, these days is that even with BRT costing $500M, you will still need about $800M to $900M worth of Road work over the next 20 years. However, without BRT you will need about $2.0B worth of Road Work over the same period. That's in today's $$$. Any delay will cost more

BRT is designed, with five sections, including the downtown LOOP, to be built separately over an 8 to 10 years period. BRT construction is not deep construction, mostly surface – relatively, little utility work is involved.

Even if you consider breaking it up, and building it over a longer period of time, you should still package it as one BUNDLE to get all the $$$ from the Feds and the Province.
They have been well informed and educated of its need and requirement, by staff and your former Colleagues, including me and the Federation of Canadian Municipalities.
In fact, on several occasions when I had the opportunity to meet with the former Minister of Infrastructure, Amarjeet Sohi, and I remind him that I was from London, He'd respond with, "Yes, the BRT City."

That's my high Level input to you! Hope you appreciate it, as much as I appreciate you!

Allow me to leave you with this thought: THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION!

Potential Public Transit Infrastructure Stream (PTIS) Transportation Projects

COMMENT SHEET

Written submissions may also be submitted at this public participation meeting if you do not wish to make an oral presentation. These submissions will form a part of the public record.

The following information is required.

Cherryhill Wonderland Oxford St is too wide for disabl.

Name: Penny Moore

Address: 55-24 SPIRITWOOD COURT

south side of Oxford & Wonderland is already 6 lanes 4 + 2 turning lanes ↑ 8 lanes

1) Pg 14

Comments: Intelligent Traffic Signals

-Please test these lights with persons with mobility

I have noticed with even system now that many times busy intersections have been dangerous because not enough time to cross there have been many injuries even death from this. At the time it may be seem timing is enough but in reality not I have many times in my wheelchair almost being hit and had a friend hit cross legally.

2) Expansion Buses

- How many wheelchair spaces
- Call bell accessible to person in wheelchair

have been on a couple buses where the bell is behind my chair on LTC

we need more transport or disable 2 lot can't get Pg 2 Thankyou

Personal information collected and recorded through the public participation process, or through written submissions on this subject, is collected under the authority of the *Municipal Act, 2001*, as amended, and will be used by Members of Council and City of London staff in their consideration of the matter. The written submissions, including names and contact information and the associated reports arising from the public participation process, will be made available to the public, including publishing on the City's website. Video recordings of the Committee meeting may also be posted to the City of London's website. Questions about this collection should be referred to Cathy Saunders, City Clerk, 519-661-2489 ext. 4937.

Penny Moore

Mayor & City Councilors:

Even though I am a member of the Accessibility Advisory Committee and TAC; I am writing this not as a member of these committee but as a member of the public.

I attended the meeting at the Centennial Hall on Wednesday March 20, 2019 on Transit.

Here are my following comments:

- Yes, we do need to upgrade and improve (change to enhancement) to our infrastructure of roadways and transit but a lot of times I find plans and decisions leave out the following seniors, disable, persons with mobility such as wheelchairs, crutches, canes, parents with child in strollers etc. We need these people included also because they are also part of our City as a community.
- We need a sustainable, economical, affordable, accessible attainable transit system that serves everyone. which it is important for education, economics, social, medical/health, entertainment, employment. These all together build a stronger and better City as a Community. Also, without the previous a person has a poor well-being which in turn is a financial cost to society.
- In making a decision on the transit especially the BRT Para Transit or and accessible transit must be included the decision, planning, action. Right now, the accessible transit system for those with mobility or disable that

are in need is broken and needs to be fixed. A lot times Paratransit you can't get a booking ; since Jan this year until this week mar 20 I have missed my full program at Hutton House because can't get booking or cancel medical appts this I hear over and over again even starting calling when the phone lines open at 7am I start at 655am and get as fourth caller in line at 705 am and can't get any booking. This causes isolation, depression, non-inclusion. EVERYONE WANTS TO FEEL BELONGING IN THE COMMUNITY.

- I do a lot of programs at Hutton House on Oxford and Wonderland. This corner is very dangerous at this time; you have in the plans to widen this road; it at present has six lanes (four regular and two turning). A lot of the time when crossing in my electric wheelchair I would be 1/3 the way across when the light changes to red and that is at the highest speed of the chair and cars do not wait for me to get across and almost hit me. I have had close calls on a weekly bases there and several clients from Hutton House also even today one the clients were almost hit I would be very upset and angry if I end up with one killed because of this.
- Last year about five wheelchairs had been hit on the roads in London in fact one person was killed in December 2018 on Commissioners .
- When doing the intellingent lights please use persons with disabilities to test these. I find it looks good sound good on computer and paper but unless the ones who actually going to use these do not test these, I have found that some of the technology is not actually working the way it said to work.
- We are to be accessible barrier free (I will put barrier reduced) by 2025 BUT we are far from it.
- A lot of the bus stops need revision, reassessments. I live over on Pond mills and Thompson Rd along Pond Mills three stops are dangerous for me because going south at Scenic Dr stop at the light where there a garage there is a ditch at the edge where the end of ramp from bus drops down; then across the street the stop the ramp almost touches the railing when drop. I went to the Walmart at Hyde Park on the City LTC; when the driver let me off, we didn't realize that at both ends of the sidewalk there no way

for me to continue to get to the Walmart since there was no curve ramp it a regular curb across to get the bus stop to go back downtown the same thing. I n my neighborhood on King Edward the same.

So, in conclusion; please review carefully to include persons with disabilities/ mobilities to include everyone as a City, as a community.

Any further information; I can be contacted.

Sincerely Yours

Penny Moore

Hello, my name is Sammy Roach. I live, work, and volunteer a lot of my time in the downtown core - you will hear me mention a couple of organizations today and I want it to be known that the views I hold are my own and do not reflect the organizations as a whole.

I am 26 years old. I mention my age because I am a millennial, and one who is passionate about celebrating the cool stuff we've got going on in London. I'm led to believe that London wants to keep passionate young people around.

I've also been riding public transit systems since I was in kindergarten, and my generation and the generations succeeding me make up a good number of the people who would be riding the BRT.

It's important to mention that a lot of those current and future transit riders can't make it here to speak on a Wednesday afternoon. I definitely have a level of privilege standing here today. I am able to take time away from my job without losing wages or else damaging my livelihood. There are thousands of people in our city who do not have that option who are also transit riders. There are also thousands of young people sitting in school right now who cannot be here, and who depend on our transit system.

Over several years of volunteering with organizations such as the London Youth Advisory Council and LondonFuse, as well as in casual conversations with friends in my age group, I hear the same points over and over again, about how frustrating it is to want to get out and get involved in what our city has to offer, but finding the transit infrastructure isn't there to support in making those connections, the ones that make a city a home.

I've been living in London for about eight years, and I chose to make London home after finishing my post-secondary education because I saw a city with potential. We have a beautiful example of potential in Dundas Place. I have been living directly in a construction zone, and I'm dealing with it, because I know that transformational change takes time, money, and inconvenience in the short-term, but walking down Dundas Place this past Saturday during Junofest, I can already see that it is ultimately worth it for the long-term benefits.

I see those same qualities in our proposed rapid transit system. We have an incredible opportunity, much in the same way as with Dundas Place, to do the necessary infrastructure work and come out with something better, with something transformational. Transformational change is not adding more bus bays or simply widening the roads, or popping more buses onto routes that are already stopping up our major corridors.

The single most exciting thing for me with a BRT system is the notion that once we have the BRT spines set up, we don't need to have so many bus routes driving up and down the same corridors over and over again. Those buses can be branched out into our underserved communities. We can give more people public transit as a viable choice for how they travel London, and that barrier to discovering what London has to offer disappears.

To offer some personal experience, in the four years I spent commuting from Byron to Western, I can't tell you how many times I was left out, literally in the cold and often in the dark, because my transfer didn't line up, and so I needed to wait another 20-30 minutes to get home, on a commute that on a good day would take about 45 minutes one way. A rapid transit system that can cut down those wait times by improving the frequency of connection on top of streamlining our transit routes has the potential to literally warm people to our city.

I want more young people to see the potential that I have seen in this city and choose to make London home. You have the opportunity here to send a message to not only students and young professionals, but to seniors, single-vehicle or no-vehicle families, our lower-income populations, and everyone else who depends on public transit, that their voice matters, and that they deserve greater freedom in their mobility.

As I continue to grow in my community investment, I want to be able to look back a couple decades from now, and see that it was this council that was willing to make the right decision to move this city forward.

Thank you.

March 20, 2019

Esteemed members of Council.

My purpose today is not to dwell on the financial elements of the proposals before you. However, changing the plan is likely to increase taxes and development charges substantially impacting London's competitive position in the market place.

However, history can be our teacher if we let it.

Throughout the history of our city, London, Ontario, Wellington Road, Oxford Street, Dundas and Richmond have been the key corridors. Richmond Street in fact had a stage coach and rail line stopping at little hamlets such as Broughdale and Masonville, and Arva.

Also significant is how this town of ours **convulses between big city identity and aspiration to small town mentality.** Whenever there is a major opportunity there is often a vocal minority who whip up negative response in spite of and in the face of hard data and evidence.

Think of the furor around the downtown library moving into Citiplaza, or the museum, and the rebuild of the Covent Garden Market or the new Convention Centre. The classic case was the Budweiser Gardens it was going to kill downtown. It will never work. People will not find parking. Oh my the sky truly is falling. But without these investments there would have been no Junos, no World Figure skating, no Memorial Cup twice, No Scott Tournament of Hearts, No State of the City address, No Business Achievement Awards dinner with 1000 plus people.

The loss of economic investment in both the development and the impact of the investments is beyond the simple calculation. They have come to define our city.

But there is one that got away. **Remember the ring road.** The politicians of the day could not decide and the province took the money off the table and the opportunity was lost.

These decisions are not about BRT. They are about economic development. They are about building a vibrant city that is competitive with outstanding transportation for cars, bikes pedestrians and public transit users. It is for young people, newcomers, seniors and those who cannot afford a car. It is for millennials and downtown works that chose to ride to work. This opens up more space to move goods and people. It is about an effective, reliable and efficient system that enables commerce.

It is critical to leverage to the maximum the monies available from senior government as any loss of revenue will increase taxes and development charges. The leveraging of monies from senior levels of government ensures London is open for business and competitive with other municipalities.

One specific ask, I would encourage the inclusion of the west spine along Oxford Street. Without it, new developments such as Esam's Kingsmill's land in Ward 6, West 5 in Ward 9, redevelopment of London Mall in Ward 13 and access to the rapid transit for Ward 8 and 7 could be severely impacted or curtailed.

Thank you for your time.

Paul Hubert, M.A.

Thank you Mr. Mayor and members of Council.

My name is Marcus Plowright. I am a member of the "Build This City" citizens group. I am a contractor and a realtor – a minor cog in the economic engine of our Great City.

For those of you who take pride in making prudent decisions in regard to our tax dollars, I implore you to fully understand the financial implications of your decisions on this file.

Allow me to use the North Leg of the BRT as an example. The cost of this leg is $147.3 M. Approximately $123M of that cost is for roadworks along the route. The taxpayer portion is approximately $7M.

For that $7M our City upgrades 85 year old infrastructure from downtown all the way to university gates, rebuilds the University Bridge, and the roadway from the University on Western Road all the way to Masonville.

$7M buys us $123M of roadway improvements, and as a bonus, $24M worth of transit infrastructure. By building a few transit stations along the route, painting one lane of the asphalt a different colour, and buying a few electric buses, this roads project becomes a growth oriented, transformational transit project. This saves the local taxpayer $116M.

Much of the infrastructure below Richmond St. is more than 85 years old. The route is slated for redevelopment in the next 10 years, with or without BRT.

If you don't approve this roads project now, with the current funding model, you are in effect voting for the single largest tax increase in our history.

As the plans are finalized in the coming years, as technology changes, as new ride sharing programs gain traction, council can choose to amend what types of vehicles are allowed to utilize this painted lane of asphalt. Buses, emergency vehicles, high occupancy vehicles, electric vehicles, ride sharing vehicles – any and all could take advantage of this widened, rebuilt roadway in the future, with a simple majority vote of council.

Andy Spriet is an esteemed engineer, builder, property owner and philanthropist in this city. He took the time to meet with the Shift Team to educate himself about the entirety of this plan. His conclusion... "this is quite simply a roads project, paid for almost entirely by senior levels of government and development charges – the bonus is we get an improved transit system for our City."

One more financial consideration... we've been collecting Development Charges from developers and builders for the last 5 years on the pretense we would be investing in growth oriented transformational transit improvement. Every dollar of this project that is redirected away from "growth oriented, approved projects" results in a decreased portion paid out of Development Charges, and an increased cost to taxpayers. On top of that, if we don't accommodate for growth through a well conceived transformational transit plan such as this, future Development Charges will have to increase substantially. This will increase the costs of new homes, making the city less affordable.

Please don't burden taxpayers by missing out on senior government funding for these roadwork projects. Build a few transit stations, paint a lane red, buy a few buses, and secure us $370M of roadwork funds. Please don't be short-sighted. Don't be the council that orchestrates the largest effective tax increase in the history of our city.

Thank you for your time and consideration.

Thank you for the opportunity to speak. First off I'd like to self-identify as a member of a minority group in this city. You wouldn't know it from looking at me, but I belong to the demographic known as people who came to London for school, left the city like everyone else, but for one reason or another decided to move back and make London home. The relevance of this will become more apparent later on.

I'm here to offer a different perspective on rapid transit. Some of you believe that we need to invest in transit because it's good for the environment, or that it's essential for connecting people to jobs, or that it promotes healthy and active lifestyles. That's all good and true, and all perfectly legitimate and commendable reasons to have a good rapid transit system. But I'm not here to talk about all that - I'm here to make a confession.

See, all the times you're stuck in traffic, wondering why there are so many cars on the road, almost all carrying just a single person? Or why you can never find parking close to your destination? Or maybe why your kids can't get a decent game of street hockey going because they're constantly interrupted by cars? That's MY fault! I am the cause of the traffic congestion, the full parking lots, the reason you need a lawn sign begging drivers to slow down in front of your house. It's all because of me, and people like me.

Before I explain what I mean by that, let me tell you about where I've been in the 12 years from when I left London and when I came back. My first job was in Calgary, where

I didn't have a car. In an era before Uber, I was able to get around because of their light rail system that extended to all four quadrants of that sprawling city. Not only did the trains run in their dedicated right of way, when they crossed the downtown core, they had their own dedicated street! After 3 years, I moved back to the GTA where I commuted on GO Transit - both buses and trains. The Lakeshore line got upgraded to 30 minute frequency all day - not bad for the burbs. But I got tired of the Kiss and Ride Olympics. I moved downtown, where my first place was on two streetcar lines, and my second was on top of a subway station. I never once had to look up a schedule. 6 years later, my work took me to Ottawa, a city that pioneered the BRT concept in Canada, with dedicated lanes that were grade separated everywhere except where they cross downtown. That short sightedness will be finally corrected when they open their new LRT system, with a tunnel that goes under the downtown core serving the central business district, Parliament Hill, and the ByWard market tourist area. Why am I telling you all this? Well, it's to say that in all those cities I've lived in, public transit was either the fastest option, the most convenient option, the cheapest option, or my only option.

Then I came back to London, where the LTC is none of those things.

Now you can begin to see why I am the cause of, and the solution to, London's traffic congestion and transportation problems. I'm in my 30s, relatively healthy with no physical disabilities or mobility impairments. I am fortunate enough to have choices when it comes to how I get around. Before, when I was a student, I had none. I lived at

Sarnia and Wonderland, a bit too far to walk to campus, and there were no bike lanes then. I needed the bus to get to school, to my part time job at Westmount Mall - the 10 Wonderland was my everything. But now, like many of you, I have a car - the primary cause of congestion. I could leave it at home and walk if it's nice out, like I did today. But if the sidewalks are full of snow and ice like so many days this past winter, I will choose to drive. I like riding my bike, but not so much that I'm willing to risk my life with nothing but a faint line of paint separating me and the cars blasting past me at 70 k an hour, or dodging the delivery vans who treat it as a parking lane - and that's assuming there's a lane to begin with. No thanks - I will choose to drive. And as you heard from my cross-Canada adventures, I am used to taking transit. I grew up taking transit. I don't have a feeling of shame or stigma taking transit. But here at home, if I have to go out of my way to stand next to a metal pole with no seating, no shelter from the elements, no idea whether I'm going to be super early or super late to my appointments, to get to work, to the show I've got tickets for, if I am going to be stuck in traffic anyways because the bus is held up by cars because it's not running in dedicated lanes, if I have to pay extra to get a worse user experience than if I drove and parked for free, then guess what - I'm going to choose to drive.

So therein lies the rub. I, and thousands of people like me, hold the key to reducing traffic congestion by walking, cycling, or taking transit instead of taking up space on the road in another single-occupancy vehicle. We don't need to drive, but because the alternatives are so inconvenient, so infeasible, so unsafe, we choose to drive. Contrast

this with people who have no choice but to drive: taxis, first responders, trucks that keep our grocery stores stocked and our Amazon packages delivered, people like my wife who needs a car for her work. I mean that quite literally - she has a company car because that's how critical it is to her work. Many of you here are in a similar situation. And the best thing for her, the absolute best thing for YOU in terms of a faster commute is to get me off the road. Give me a reason to take the bus, and I will gladly do it. But it has to be a good reason. Turning 30 minute headways into 20 minutes isn't going to do it. Adding a route to the new chicken plant isn't going to do it. Picking apart years of progress and community input for political expediency isn't going to do it.

You have in front of you a list of projects in front of you, with different price tags and different categories. But don't think they are competing priorities or mutually exclusive options. You don't have to call it BRT, but you have to think of that list as part of a holistic transportation system. You can't just pick and choose based on what's in your Ward, or what adds up to the lowest number. Don't think about the environment, about autonomous vehicles, or what exactly the word "transformative" means according to the federal government - think of me, and what you can do to get me to leave my car at home so that I'm not in your way. Think of your constituents who have no choice but to drive, and how I am the reason they show up to work late, stressed out, and not as productive as they should be. How they are late picking their kids up from school, and the lost quality time with their family. How they circle the block searching for parking because I took up a spot I didn't need. I have a choice, and so do you. Invest in a

city-wide rapid transit system, supported and complemented by safe walking and cycling infrastructure, and I will use it. Or don't, and I will see you on Wonderland - only this time I won't be on the #10. And we'll be stuck in traffic, together but alone in our cars, going nowhere fast.

Thank you for listening.

Hello,

My name is Danny Chang, and I am the Vice President of the Western USC, one of London's largest non-profit corporations that also represents 30,000 undergraduate students at Western University.

Let's face it: London is growing. As the Greater Toronto Area continues to be a less viable place to start a business, to settle down, or to just afford in general, it's important to recognize that London's future is very promising.

But not unless the city keeps up with the demands that come with growth. Now is not the time for risk-averse decisions for this city. That was for a city council many years ago. Yet time and time again, city council has pushed back our plans for years and years and years because we are afraid of change. The council sitting before me today has an opportunity to be innovative and forward-thinking with a deadline that is short—that would be the truly pragmatic decision.

I recognize that almost everyone who is here has their own vested interest in various portions of the BRT plan. Before I go into my points in particular, I want to stress that London is falling behind. We're one of the only cities of our size that does not have an efficient, rapid transit system, something that is vital for economic prosperity.

The reason why I am here today is regarding the North corridor and the adelaide underpass of the rapid transit plan. Students overwhelming support the proposal for rapid transit to go up along Richmond St, through Western University, then back up Western Rd to Richmond. This, along with dedicated lanes, we believe, is crucial to more efficient and reliable transit.

Access to Kings University College, St. Joseph's Hospital, and the downtown core come with the current proposal up Richmond St. This is vital for students, staff, faculty, and community members.

Another item I wanted to stress is the Adelaide Underpass. We have constantly heard from medical students, their instructors, and colleagues that the train tracks that bisect the city prevent those who are on call from heading to emergencies near or at our hospitals in the city. To those individuals and those who need their support, an effective transit system is vital.

Look, there are very few of us here who have the engineering degrees and experience that compare to those who have spent all of the time in crafting the 19 recommendations you see before you today. To try and convince any of you otherwise, is foolish. Listen to our experts. Listen to the time and efforts that they been put into this plan already, and the needs of those who take transit every day.

You know, throughout this entire process, I have heard many in the community say that transit is just for students. But I'm only really here to focus on the North Leg and Adelaide Underpass--

the rest of the plan supports all of London, not just students. But I wanted to take this time for us all to realize, that these students I'm talking about contribute $10 million every single year to London's transit system. I should know, because my organization administers the cheques. But Not just students, but Western University as a whole, does so much for this city.

Western provides almost 11,000 jobs in the City of London— 11,000 people who need efficient access to campus. Medical students are studying to and participating in saving lives in the city. Students contribute approximately $300 million in student living expenses every year, and the need to get them further throughout the city to different areas to contribute economic growth is pretty straightforward -- something that is addressed by the north leg and underpass, but also, of the entire transit plan. We are an important stakeholder for transit, and also, the entire city, just like all of you. So on behalf of the significant majority of Western students who depend on transit, I hope you take these words seriously in your consideration to move forward with the rapid transit plan.

Good afternoon,

My name is John Hassan, resident of ward 11.
I am probably the least likely person some think would be standing up here in support of adopting the full BRT or as much as possible of that plan that has unfolded over many years of careful planning.
I rarely need to be anywhere in a particular hurry, I have access to a car if I really need one, I have no kids or grandkids who's future I have to worry about; and one of our family businesses is downtown and just off Richmond Row which could potentially be negatively impacted during construction.
Every year I get even closer to my expiry date, and some might argue I am well past my best before date.
Now to be honest I am not particularly good at math, but even I can see that leveraging this project to obtain federal and provincial monies for infrastructure improvements that will have to be done anyway just adds up to me.
But the infrastructure improvements we are talking about today aren't really about me; they are about the many generations of Londoners who will follow me. Those who are currently in school, not yet started school, working their first jobs, or in some cases multiple jobs given the precarious labour market that so many find themselves in.
Those people, those generations to follow who may be unable or reluctant to show up here or even weigh in on the debate, many of whom who won't have time or haven't yet realized the gravity of what is at stake here today and in the debates that follow. This is about them.
London seems to have had this reputation of not getting some big and transformative projects right, of living too much in the past and missing obvious opportunities that are eschewed because they upset the status quo or are deemed too risky, not needed, don't benefit the right people.
As someone who has lived here for over three decades I have experienced this mindset, still experience this mindset, but thankfully we are now starting to outgrow this particularly limiting approach to always appeasing the status quo.

Many have woken up to the fact that this issue is going to be a redefining moment in the history and the future of our community.
Using facts and sensible decision making metrics is how I hope you are going to determine how, and if we mature into the economically prosperous and intelligently planned city we should be.
During this past election a friend of mine (a bit older and substantially busier than I) got into a short discussion about BRT and his negative stance toward BRT was borne from this idea that...in his words "they are trying to take our cars away" and this is what he believed based on the anti BRT messaging he was receiving.
Damn you facebook.

I get that in his case his car is his independence. I tried to explain that BRT was not about taking away from him but trying to more level the transportation playing field for those who don't have the luxury or option of vehicle ownership....it was a hard sell.
There is a lot at stake that goes far beyond any of your terms of office and you owe it to those future generations of Londoners to get it right.
As an aside, and purely anecdotally based on a previous life, use of those dedicated bus lanes would have potentially (again anecdotally in my view) shaved off valuable seconds or minutes in responding to life threatening emergencies to save lives and property.

****this part not spoken**** and when responding to an infant with vital signs absent during rush hour on busy routes.....well I leave it to you to picture the difference that could make.

Thanks for your time.

Presentation overview for City Council Strat Plan Meeting March 20th

1. Intro as the new ED for LDI, London Development Institute

2. LDI as the voice of the development community in London for almost 40 years, in collaboration with council, staff and the community in supporting the success of the city we call home now and in the future.

3. LDI recognizes the importance of the BRT issue as one of the key municipal election policy debates last fall.

4. LDI also wants to recognize City's staff's efforts in reflecting the results of that debate and the election results in the revised approach to the BRT implantation options being presented.

5. Our members care deeply about the mobility options of our City's residents. If affects their ability to work, play and live in this City. It affects their everyday quality of life.

6. LDI wants to make sure 2 key issues are answered through this process to determine what is best for our community.

7. First, we must be realistic. A BRT system is not going to solve all of London's traffic issues. We will still be an automobile dominated transportation system in the City. So the road capacity issue must be answered

Road capacity will be taken away through the implantation of the BRT routes. That road capacity was paid for by growth through previous development charges. In the future, if that lost capacity must be found

elsewhere, surrounding roads for example, growth (development charges) should not be responsible for paying for the reinstated road capacity that was already paid for in the past. As a Council the question of the future need to replace lost road capacity and how it is to be funded needs to be asked.

Secondly, for a BRT to work you need to attract new riders to the transit system. The question is, as a Council, are you committed to supporting redevelopment and intensification of the existing properties that are adjacent to any BRT route?

We will need those new residents to utilize the BRT to make the system sustainable. Are you prepared for the push back you as a Council as we all know Not in My Backyard can difficult as a politician?

The development community is willing to deliver the projects for intensification and infill growth, but we will need Council's support to make it happen.

LDI's is not expecting answers to the questions posed here tonight but just to be part of the conversation as the BRT plan goes forward.

LDI wants to be part of the collaboration with the City and the community to make sure we get the transit system that is right and works for London.

On behalf of the LDI members. Thank you for this opportunity.

My name is Jen Sadler. I live in Old East Village and I work at Western University. My primary mode of transportation is the London Bus System. I see every day the crush of people who are trying to get from old east and downtown to Western. Often whole lines of people are left standing in freezing temperatures because there is no room on the full busses. Increasing the number of busses can only do so much, as they get caught in traffic, leading to delays. Having a rapid transit system is a real solution to this problem. By having dedicated bus lines, especially the North Connection, the Downtown loop and the East London Link, all of the people who work and study at Western will have a reliable way to get to campus.

I would also like to give support to the proposed improvements to the Old East Village Streetscape as I believe it would give new life to Old East.

Good evening Honoured Council Members,

My name is Sarah Gastle and my fiancé Ben and I relocated to London 4 years ago. Prior to that we lived and worked in Montreal and Toronto - and several other large Canadian cities.

Ben is a doctoral student at Western, hoping to work in clinical neuroscience research, and I work in business development at a local non-profit.

In the next few years we will be faced with a decision -- do we stay in London, or do we relocate. *Like many of our peers, we are mobile and relocating is something we have done multiple times before.*

When making our decision about where to settle long-term, there are many things we look for in a city.

London checks off many of the boxes on our list, but the box it doesn't check off is transit. And from our social network of young professionals, I know we're not alone.

Like many of our peers we prioritize use of public transit and active transportation over car ownership. Owning a car is just not a priority for us.

To keep young professionals like us here, you need to make London as competitive as possible. Approve dedicated bus lanes on all identified priority routes, and as much of the BRT plan as possible.

Thank you for your time.

From: sandy weir
Sent: Wednesday, March 20, 2019 3:40 PM
Cc: City of London, Mayor <mayor@london.ca>; van Holst, Michael <mvanholst@london.ca>; Lewis, Shawn <slewis@london.ca>; Salih, Mo Mohamed <msalih@london.ca>; Helmer, Jesse <jhelmer@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; Squire, Phil <psquire@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Turner, Stephen <sturner@london.ca>; Kayabaga, Arielle <akayabaga@london.ca>; jeff.yurek@pc.ola.org; tarmstrong-qp@ndp.on.ca; tkernaghan-qp@ndp.on.ca; psattler-qp@ndp.on.ca; peter.fragiskatos@parl.gc.ca; kate.young@parl.gc.ca; SPPC <sppc@london.ca>; mstacey@postmedia.com
Subject: [EXTERNAL] BRT 2.0

Mayor Holder & Council,

I cannot begin to express my disappointment that we are back to where we started with the BRT and the same old tricks from Mayor Brown's handbook.

Let me start with you Mayor Holder. You ran on a platform of being anti-BRT. The votes you received were very much based on your position on this matter. To now crumble so quickly is a disappointment at best. An outright slap in the faces of those who voted for you. You can cut this bird up any way you like but it still quacks like a duck and walks like a duck. This is still the same BRT plan that the citizens of London loudly said NO to in the municipal election. Did you outright lie when you campaigned? Because the words that came from Ed Holder pre-election are not the same ones I hear today. We foolishly let our guard down because we thought you would live up to your key campaign promise. Matt Brown actually believed that he was elected because he said he would build better public transit. Ed, you ran on an anti-BRT platform and now you are fulfilling Matt's flawed transit plan.

Beyond the disappointment of trying to deceive the citizens by slicing and dicing this up with a bit of added sugar and spice is the intentional obfuscation. I thought Mayor Brown was a pro at holding "public consultations". Remember all those 'consultations' like the one at the Kids Expo? The other ones that nobody was made aware? Yup those ones. It all blew up in his face and communication became the credo of the day. Citizens were encouraged to sign up to the Shift Newsletters so they could stay informed about the progress and updates. I had a hard time keeping up with all the updates after that but at least we were informed. Too late to save Matt's political career but at least we had a chance to engage. The "Shift" branding may have been filed away with Matt's City Hall pass but those same citizens expected to continue to get updates on this project. Unless Matt took that email database with him I would expect that it would be used to keep the citizens of London updated with relevant news like...."oh we are holding a 'public consultation' on March 20th". None of us received anything. Is this an attempt to keep the very people who were engaged in the debate from showing up? Say it isn't so Ed. How can we be back to where we started?

To all of you....the vehement opposition that you heard to this plan over the last two years and during the election campaign has not gone away. Many of you ran on anti-BRT platforms. The citizens that voted for you have not changed their opinion. We just stopped lobbying because we believed you heard us.

Regards,
Sandy Weir

p.s. apologies to Councillor Kayabaga who said yesterday on record that she doesn't want to get any more communication from anyone. I thought that since I was addressing this to all of your peers that you too should be included. Hopefully they want to hear from the citizens who elected them.

From: Cam Lee
Sent: Wednesday, March 20, 2019 11:47 PM
To: SPPC <sppc@london.ca>
Subject: [EXTERNAL] BRT discussion points

here is my smattering of bullet points i took inspiration from during my unintelligible rant. for reference, i was the black guy with the dreadlocks who congratulated ed on his scandal-free mayoral term (also i just read an hour ago that his campaign cost just under 200 grand? fingers crossed that doesn't develop into anything shady.)

-what is London? during the municipal election, no one really addressed what it is, in order to gain support
-what other initiative would generate this many jobs and genuinely serve those of lower incomes? what else would help us this much in the short term AND long term?
-we must expand if we want expansion
-must be accessible and beneficial to all income levels and demographics
  -serves cherryhill (old people central) who need safe and accessible areas
  -serves industrial areas
-we can sit here and circlejerk each others opinions but it doesn't make anything genuinely happen.
-to stereotype and joke around: most of the opposition to brt is selling "there are better ways!!!" pipe dreams that are basically just mini buses of homogeneity
-"it doesn't get me from x to y!" that's not the point of brt!
-considering roundabouts as an option as well? like hale and trafalgar. could they be included?
-would bus driver shields be included in the cost? would this be implemented in only new fleets?
-the federal election is coming, and our funding is under direct threat because of it! if minimum wage can get frozen by a dollar provincially, think of the massive implications that can come from a federal government overhaul!
forward to sppc@london.ca

that's all i had on my screen, verbatim. i know this is now "on the record" but i have little faith that the public forum today (or previously) is much more than a diversionary stalling tactic used to give the illusion of thoughtful consideration. i feel like if that weren't the case, we'd have more to show for it by now. the funding is most likely gonna slip away from us, as it probably deserves to by now.

Cam Lee
Ward 7

Strategic Priorities and Policy Committee
2019-03-20 supplement only to original of 2019-03-11 11:40 PM EDT and includes, below, correction filed 2019-03-12 4:06 PM EDT.

1.Additional correction, to Rosa Koire's video notes, at " 34:00 2002 – huge transfer of property taxes, none of us knew about it." should be "huge transfer of property rights,..."

2.Thank-you to Chris Gupta for sharing the wealth and collaborating on this work and bringing forward benign solutions with a different perspective than mainstream.

3. Thank-you to Dr. Andrew Michrowski, of the Planetary Association for Clean Energy, and his international collaborative network, for their on-going valuable work.

4. In addition to all of the above, thank-you to some long-suffering undisclosed correspondents who are in the "Yes But" camp. You need to know what many other people know.

5a. Although the word censorship was used only once in the original submission, a current event, and I hope that I am mistaken in this, the deplatforming of the Consumer Health Organization of Canada may have recently occurred. If this can be confirmed, then it is justifiable to declare "force majeur" and put out a clarion call for assistance for a cooperative effort to conserve this body of information.
5b. The archives, as previously available online, had a mysterious 5 year 1985-1989 gap, which, with the help of Chris Gupta were digitized and circulated in 2013. In spite of submission of duplicated flash drives of this work, they didn't appear online, and now, the whole site's gone.
5c. Nothing new received as of 2019-03-20 7:00 AM EDT.

6a. Further, re SNC-Lavilin, I was reminded that this corporate entity has replaced the federal government with first line responsibility for Chalk River. In the US, there are currently legal proceedings in Arizona, with copy and paste details from original March 8, 2019 information:
"The case is El Paso Natural Gas Co. LLC v. United States of America, number 3:14-cv-08165, in the U.S. District Court for the District of Arizona." concerning nuclear cleanup liability, characterized by dear correspondent as "hot potato".
6b. In London, Ontario, Canada, this city and other municipalities are subject to bullying by higher levels of government, whether it's some mega-city's land-fill site next door to a smaller city, or a tiny municipality trying to confront the federal government with front line corporate enforcers with a plan to turn a particular Garden of Eden into an in-perpetuity nuclear waste disposal site.

7a. In 1983, the City successfully brought forward a proposal to build a garbage incinerator beside Victoria Hospital. Orlando Zamprogna was Deputy Mayor as well as Vice-President of Engineering at Victoria Hospital, with the two corporate entities being co-proponents.
7b. My brother Rick asked me to assist and I did so as a self-declared lay witness. He witnessed an unsuccessful effort by the proponents' lawyer to reduce my credibility by asking a difficult technical question which I successfully answered.

Some government processes occur in the absence of a co-operative atmosphere.
7c. I did ask for help from the University in analyzing the wind tunnel evidence submitted but it was explained to me that the University couldn't be involved.
7d. At the 2012 fluoridation discussion, I recall one person who spoke, self-identified as a member of the university community, and brought forward information of a cautionary nature. One.
7e. Concerning the university, I attended the Inaugural Symposium of Electromagnetics Western in 1992, when there was a sparse awareness, but if there is any increasing awareness within the institution, which the city succours, it is not evidenced by its aggressive behaviour in installing Wi-fi, apparently totally oblivious to a now widely distributed body of evidence on the biological effects of these technologies, all the way from "simpler" earlier line power and radio waves, but now even into the 5G realm. It's ignored. See local paper of August 5, 2011 regarding the proposed tower at the Museum of Ontario Archaeology. I don't see an antenna on google street view, don't know the outcome on that.
7f. The Health care industry, educational and practising, are so totally Yes But, and at the same time subject themselves to a very significant occupational hazard. I don't wish to quote Dr. Joel Wallach. This will be on the Darwin Awards in years hence.
7g.The old civilizations of India and China have a rich heritage of subtle energies of the body and, with China, the landscape. Europe also has historical sources about these subtle energies.
7h. The $35 million (1983)incinerator operated for nearly 20 years, functioning poorly, and financially costly, inputting to our city environment, including the adjacent hospital's, much pollution, including fluoride from the burning of plastics.
7i. Incidentally, this particular Deputy Mayor, in the Mayor's absence, signed for the City when receiving title to the Parkwood property from the federal government, and I do not know the rest of the story of this land and St.Joseph's.
7j. When these events occurred, I believe that municipal terms may still have been at 2 years. Now that they're four years, it's all the more reason to acknowledge the inability of elected officials, influenced by autocratically-guided technological momentum which precludes innovation, to reach in an alternative, benevolent direction. Also, if we could shift all elections to February 29th, we could co-operatively try and change the reality with the other 1,460 days.
7k. Listening to the lowest price is the law argument is short-sighted. One unknown is when the inevitably higher costs will be borne. Also borne into the future are presently dimly perceived other costs.

8a. The March 16, 2019 local newspaper carried a Canadian Press report of provincial government action in reducing environmental oversight. "Advocacy groups have noted some of the environment commissioner's duties, such as the power to issue special reports on topics like climate change, will not carry over to the auditor."
8b. Absence of comment upon their topic given as example is intentional.
8c. From the 1983 last in the province environmental hearing where citizens were able to speak in open discussion about matters, we're seeing the approach of the end of environmental discourse between citizens and the governments which are supposed to represent them.

9. The same article also mentions the merging of 20 agencies of the province's health-care system. This will create a health-care czar and citizens might keep in the mind the wide emergency powers given by a preceding provincial government to the Minister of Health. The ideologies guiding the decisions, both political and medical, have serious deficiencies, and while benevolent character of many participants is acknowledged, the misappropriation of loyalties by malevolent ideologies plays large in maintaining the momentum of normalcy bias in social engineering.

Communication

10a. "A little bird told me" phrase dates from the Battle of Waterloo when the banker, using carrier pigeons, learned the outcome and then sent the opposite message to England, and, almost immediately thereafter, took control of the British Empire for a shilling on the pound.

10b.I have previously noted the apparent change occurring in the path of science coinciding with the promotion of Pasteur's work, that "germs are bad", and the ongoing suppression of Bechamp's work that the "terrain" ought to be the focus.

10c.I recently read the 1953 book "The Great Iron Ship" by James Dugan about the engineer I. K. Brunel and the ship Great Eastern. This ship laid the first adequately functioning trans-Atlantic cable, completed in 1866, and of course supports a major change noted, 51 years after 1815, and 47 years before 1913.

10d. From page 5 of Eustace Mullins' 1993 (Author's 70th birthday edition) "Federal Reserve System", "A study of the panics of 1873, 1893, and 1907, indicates that these panics were the result of the operations of the international bankers' operations in London. The public was demanding in 1908 that Congress enact legislation to prevent the recurrence of artificially induced money panics."

10e.Although the legislation was drafted in November of 1910 at Jekyll Island , it wasn't [redacted] passed until December 23, 1913 [redacted], to the day, one hundred years before I got my 3rd letter threatening water cut-off by local utility. Ezra Pound was an American poet who was very critical of the war effort, to such an extent that he was captured in Italy in 1945 on personal orders from FDR, subsequently he spent thirteen and a half years, the last twelve at an insane asylum in Washington DC, not being released until 1958.

Mullins met Pound in 1949 when Mullins was 25 years old, and had never heard of the Federal Reserve. From The 1991 note in the forward to the 1993 edition, Mullins writes:

"This book was from its inception commissioned and guided by Ezra Pound.

Four of his proteges have previously been awarded the Nobel Prize for Literature,

William Butler Yeats for his later poetry, James Joyce for "Ulysses",

Ernest Hemingway for "The Sun Also Rises", T.S.Eliot for "The Waste Land".

Henry Newbolt's 1940 "New Paths on Helicon" notes at p.386 that "'The Waste Land' is inscribed by T.S.Eliot 'for Ezra Pound, il miglior fabbro'" which might be "the better craftsman".

Wikipedia is unreliable with Dr. Pound's information. He is mis-characterized as unpatriotic and his pronouncements about the bankers were transformed into racially prejudicial remarks, a regular tactic to change the subject.

10f. 50 years on from 1913 is 1963, JFK. Although the 1960's were seriously wounded by this, much self empowerment was achieved. 1970's Kent State seemed to set the atmosphere for subsequent decades, with an occasional kettling in Toronto for reinforcement.

10g. Currently, we're on a 50 year cusp of the conversion of communication abilities from a technology

of service to the people to a mechanism of control, and not just a gentle steering. It is repeatedly demonstrated that any advances in communications technology which can be nefariously exploited will be so used for increasing control and profit.
10h. It should be noted that while profit is important, it is not as important as control. Who controls the money is behind the veil anyway. The 5G system, if implemented, will control minds.
10i. With cannabis legalization trying to take us much further down the road of police testing and our loss of personal sovereignty, it is happening at the same time as governments with medical emergency powers legislated, mandatory vaccination policies being introduced, health care systems and mainstream media spouting more anecdotal data, steering the population away from accurate information, all being reinforced by our universities.
10j. From a right to know your accuser, the Turn In a Pusher programme was the beginning, in my recollection, of the transition away from transparency, and there are obviously entrenched many non-transparent decisions made, from secret US FISA courts, to more or less hidden clauses in omnibus bills which exempt corporations from prosecution, to communications amongst autocrats across a spectrum of departments, perhaps much unknown to the "clients" or public being served.
10k. The individual has lost sovereignty of knowing all the facts in the situation.

11. The grey wave will soon be over. Current decision-makers need to commit to investments to benefit their descendants. In this situation, although the city is a creature of the province, the higher-level government has become to some extent an adversary and citizens of the city will have to increasingly pick up responsibilities passed down from above, on several files.

12. Received this past Friday March 15, 2019 from Chris Gupta this timely item:
"The City Council of Everett, Washington Plans to Impose Agenda 21 on Residents, Removing Them from Their Cars and Downgrading Their Lifestyle
https://needtoknow.news/2019/03/the-city-council-of-everett-washington-plans-to-impose-agenda-21-on-residents-removing-them-from-their-cars-and-downgrading-their-lifestyle/
from which upon reading the one medium paragraph summary, the veracity of which I would support, I copy and pasted:
"Agenda 21 "utopia" cities will ultimately fail, at tremendous expense to taxpayers, because the plans are built on the lie of global warming and other fraud... ".
The video is 28:05 March 5, 2019. Everett is 25 miles (40 km) north of Seattle, pop: 2010 census 103.019, city supplies water additionally to 500,000 in nearby county.
City is fluoridated but has dropped from 1992 1 ppm, to 2011 0.8 ppm, 2016 0.7 ppm.
Contents of 28 minutes is substantially applicable to London's situation and it will be interesting to see what parallel information from that video may be brought forward here.
Brief clip of Rosa Koire transcribed 12:19 to 13:00:
"So what I'm going to be talking about is United Nations Agenda 21 Sustainable Development, and it is the blueprint, it is the action plan, to inventory and control all land, all water, all minerals, all plants, all animals, all means of production, all construction, all energy, all education, all information, and all human beings in the world. Inventory and control."
[measure and control]

Food

13a.

I am very grateful to dear correspondent for sharing information from Suspicious Observers, with the latter bringing forward the work of geologist Douglas Vogt.

It has to do with a solar micro-burst. Individuals can make their own decisions about the science brought forward. 2046.

13b. Our civilization, in spite of the momentum, has become somewhat technologically crystallized and fragile. The separation of population from sustainable food-ways ought to be on several minds.

13c. J.D.Bernal's 1929 "The World, the Flesh and Devil" brings forward for the first time the idea of high population density spheres for space habitation. He inspired Olaf Stapledon's flights of fancy and Arthur C. Clarke's work, but Bernal thought of food as some predictable biochemical process with a precocious period confidence in the nutritional discoveries of his time.

His brief words on that from page 14 of 2017 edition of his 1929 book:

"On the chemical side the problem of the production of food under controlled conditions, biochemical and ultimately chemical, should become an accomplished fact. In the new synthetic foods, will be combined physiological efficacy and a range of flavour equal to that which nature provides, and exceeding it as taste demands; with a range of textures also, the lack of which so far has been the chief disadvantage of substitute food stuffs. With such a variety of combinations to work on, gastronomy will be able to rank with the other arts."

13c. Growing vegetables is one half the answer. The other concern is animal fat sourced essential vitamins. Their replacement ought to be a subject of interest, with example given of nattokinase supplying K2, the vitamin studied by Dr. Weston A. Price, DDS.

13d. Weston A. Price, born near Ottawa, became a Cleveland dentist who did much research from the 1920's into the 1940's on the role of diet and health with emphasis on nutrients from animal fats.

13e. Francis M. Pottenger, Jr., M.D. conducted, from 1932 to 1942, his 10 year cat study which demonstrated many consequences of dietary manipulations, including loss of fertility by the 3rd generation with devitalized food.

13f.The work of both researchers was preserved by the Price-Pottenger Foundation, dated to a 1972 renaming, but the effort actually started in 1952.

13g. The Weston A. Price Foundation was established in 2000, and with a much more active, proselytizing attitude, has steadily grown with many international chapters. Over the twenty years of its existence, it also attracted very informed researchers cum authors, and its quarterly publication is a treasure. Valuable, complete digital archives.

13h. The local university curriculum for those interested in nutrition might be 70 years our of date, with some doctors, embarrassingly, still speaking out about the evils of animal fats.

13i. From Dr. Evan Shute's 1961 book "Flaws in Theory of Evolution", a 1928 quote from W. B. Scott, paleo-botanist:

"Scientific men, however, are not always deterred from theory by the absence of facts."

13j. The university and a primary co-identified partner, the health care system, enjoy virtually preeminent status as valid sources of knowledge.

13k.Following the Atlantic cable of course came the whole era of establishing universities and medical schools with Rockefeller funding, and the suppression of competing modalities.
13l. It's been 80 years since Morris Fishbein put a stop to Royal Raymond Rife's successful 1935 cancer cure. By 1933, Rife and colleagues had developed a cancer test being 90% accurate and completed in 30 minutes.
13m. Microbiology students might see the 150 year span from the fork in the road between Pasteur and Bechamps and now as a challenge, to repair this great tear in the fabric of a coherent perspective on the matter.
13n. Still up on reddit world news as of March 4th, 2019:
https://www.cbc.ca/news/health/stop-homeopaths-honduras-1.5039745?cmp=rss
more oppression. Sent to self March 9th, 2019 under their heading "Canada cancels homeopathic foreign aid to Honduras", a BBC link and comments:
https://www.bbc.com/news/world-us-canada-47489008
with argument of therapy not proven.
13o.As a matter of fact, the concept of homeopathy was confirmed in 1988, with an article titled "Researchers discover phenomenon that breaks basic scientific rules", published in Nature about Thursday, June 30, 1988 with a reporting newspaper article appearing in the London Free Press about July 02, 1988. Naysayers have been shielded from the facts.
13p.March 19th 2019 same story still up on reddit news, still using "not proven" line. Non-stop propaganda.

14. Is the blob of tar on anybody's list?

Conrad K. Odegaard

Sent: Monday, March 11, 2019 4:06 PM
To: sppc@london.ca
Cc: jesse@helmer.ca ; CHRIS GUPTA ; conrad k. odegaard
Subject: Strategic Priorities and Policy Committee submission 2019-03-11 correction cko

The original 5b with
"5b.I'm in favour of autonomous private vehicles in perpetuity." is an error and is being replaced with:
"5b I'd rather persons be autonomous, always able to drive."

Hello everyone, thank you all for showing up to help make these important decisions. Special shout out to the City Council for allowing us yet another opportunity by organizing this meeting! For those of you who do not know me my name is Matthew, I am a student at King's, UWO and outside of my studies and work at Storybook Gardens I am very active with several humanitarian and charity organizations including the Salvation Army and the Lambeth Lions club, I am also represented in Ward 7 by the phenomenal Joshua Morgan and have in turn been helping represent Londoners in Northwest London as a Member of the Child and Youth Network established in 2017. Tonight there are three issues I plan to speak to the first regards Rapid Transit, the next two relate to One River and Housing. I apologize the latter are off topic, however these next few months are going to be very busy for me and owing to the fact that this clearly is going to be my key chance to make my points on them I will try to be as brief as possible.

First, Bus Rapid Transit does not by any means meet the condition of making our city better to live in! At the present time there is no planned connection to Lambeth Ontario. This means that there is a future population of students we are willingly driving away from Fanshawe and Western. Second, perhaps more importantly of economic concern it poses risk to heritage buildings. Third, it is inaccessible.

The reason I say this is that our current system is inaccessible as well; both are synonymous with each other. The current system uses information provided by riders to promote minor accommodations rather than acceptance, it requires people to jump through hoops to get what they need, it treats the rights of independence and access as

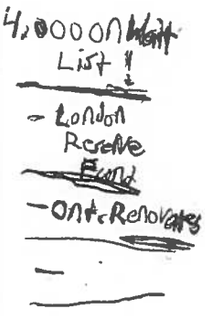
privileges. Two prevalent examples being that the London Transit Commission fails to offer adequate services for those who are visually impaired and

The situation of navigating transit in a municipality is not much better for people with anxiety. There is a significant amount of joy in discovering that later classes at a college or university also mean a reduced level of basic transit service. Never mind the fact that the bus operating at regular capacity is packed like a sardine can in the morning. To move ahead we have to first fix issues with what we currently have and that my friends will take time. On the future of Transit, I personally have to say that I am a supporter of combination of light rail and electric busses and he reason for this is that the buses currently in use are an environmental catastrophe. The reason I say this is that several author's including Naomi Kline author of "Shock Doctrine" lists a switch to light rail as one of several measures needed to deter an environmental catastrophe. One again, lets not set a ridiculous time frame, at the last meeting I attended on BRT in 2016, I heard many great options and the truth is we honestly are not considering all of them with the time frame set. Once again move from warp speed to human speed on this issue, Ed speaking as a friend the time frame of decision-making you've set is going to give everyone a coronary and I encourage you and all city councilors to slow down just a little bit. Lets have more meetings next week and the week after, if not here then over at Storybook or King's.

My second topic of concern is with regards to the One River Revitalization project. This project has had extensive input from well over 250 Londoners and two rounds of environmental assessments. In addition in a recent London Free Press survey out of a total of one thousand four hundred and fifty votes, fifty one percent or seven hundred and thirty three Londoners came out in support of this project. The message from this snapshot is clear, a majority of Londoners support One River and the ribbon at the Thames. Despite this, Councilor Shawn Lewis cares more about his own ego and wants to take away the Ribbon at the Thames and also kill affordable housing project attached to the ribbon at the Thames. I say to the entire city council, you need to re-think this! Right now London's environmental record while having improved over recent years still equates to a condominium smog shack! For twenty-two years I have been fortunate to, during the summer, be able to get away from the city and experience nature. My Grandparents owned a cottage in Muskoka for that length of time. I can say that there is a health benefit to a project like One River in that being able to access a body of water is a great stress reliever. The revitalization of our river front will improve health and wellbeing of all Londoners, it will carry a much greater return than the 25 million investment and it is community development from the ground up which means it can foster alliances. My family can see potential for the involvement of Rotary clubs, Lions clubs, Optimist clubs, Antler River Rally and the London Environmental Network just to name a few of many profits, non-profits and charity organizations which will I can promise you look to carry the weight of this and help reduce costs further. I have drafted a petition, if anyone is interested in signing it. I will be available after for anyone who wants to sign it.

As an added concern Following Bearch Ribbon at Thames Work thing for access

Finally, having been placed with LIFESPIN for the past four months as part of my Social Justice course at King's, I can say that a third issue needing to be addressed is affordable and equitable housing. While I will not go into detail as I have maxed out my time here, I can say that more seventeen percent of Londoners are on a fixed income and struggle to make ends meet, another eight hundred are unsheltered and thirty-six of those unsheltered are youth. I implore all of you to think on this that not having adequate transportation, not developing our riverfront and not investing in affordable and equitable housing is nothing less than absolute degradation. Next Wednesday students will have a symposium at Innovation Works to further address Social Justice needs in the community and I encourage everyone in this room, watching on television and watching online to attend it. I am hoping to look forward to many more meetings, regarding all of these issues. I thank you once again, for allowing me the time to speak here tonight.



From: Anne Lausch
Sent: Wednesday, March 20, 2019 9:00 PM
To: SPPC <sppc@london.ca>
Cc: City of London, Mayor <mayor@london.ca>; Squire, Phil <psquire@london.ca>
Subject: [EXTERNAL] Draft List of Potential Public Transit Projects

Dear members of the SPPC,
having attended the public participation meeting today, I would like to express my views in writing. While most of the projects on the list seem useful and well thought-out, I really feel that **after years and years of planning and consulting, the time has come to finally implement the integrated transit system envisioned in the BRT plan**. Currently London does not have a transit system that matches the city's size and importance as a regional centre. The current system does not provide a practical alternative for people who do not have access to a car. Just putting a few more busses on the road will not solve the problem. I fear that younger people are seriously turned off by the lack of transit options in this city.

As a resident of Ward 6 who lives close to Richmond Street, I would be delighted to see BRT coming to my neighbourhood, or to any other London neighbourhood for that matter. There has been enough discussion, let's start building!

Thank you for your attention.
Respectfully,
Anne Lausch

From: Theresa deJeu
Sent: Wednesday, March 20, 2019 8:59 PM
To: SPPC <sppc@london.ca>
Subject: [EXTERNAL] BRT public meeting

Your honour, council,

My name is Theresa de Jeu. I live on the west side of White Oaks subdivision and I work downtown. I have been riding the bus for 30 years. I don't have a car.

The proposed BRT is not appealing to riders. In fact the transit system overall is getting worse.

Transferring doesn't work. If buses ran every 5-10 minutes, I would not be opposed to transferring; however, London buses are nowhere near that frequent or reliable.

I read in the newspaper that the BRT will improve my travel time from downtown to White Oaks mall by a minute or two. I would then have to wait up to 20 minutes for a shuttle bus to take me a distance of 1.5 km to my home. I could walk faster than it would take me to wait for a transfer.

At present, my total trip time is only slightly more than 20 minutes, so having to wait an additional 20 minutes for a transfer would more than double my travel time.

Destruction of existing routes in preparation for BRT is not acceptable. I am referring to the end of LTC route 26. In addition, further changes have been proposed as part of a 5 year plan that are not in the best interest of the people who live in White Oaks / Cleardale (ward 12).

I have attended a number of BRT and LTC meetings over the years, expressing my concerns, only to feel dismissed. I feel like employees from London Transit are rolling their eyes at me. They are determined to proceed with their agenda and are not interested in hearing passenger viewpoints. I feel that their public consultation meetings are only held because they are mandated. I am by far not the only person who is opposed to the changes. I know many, many people who do not have time to attend meetings, and furthermore, don't want to subject themselves to being dismissed the way I have been dismissed. They keep telling me not to waste my time, that I can't fight the city.

I went to a BRT meeting several years ago. When an engineer from the city found out that I live in White Oaks, he told me that I was lucky, that I would be the beneficiary of the BRT. Actually, I feel like the victim. The engineer told me that the BRT buses would have comfortable seats and WiFi. I told him that I would be significantly worse off with the BRT because my travel time would double and I would have to wait to transfer, among other issues. I had to argue with him for 20 minutes before he finally conceded and acknowledged that I would not be better off. That is all I want from the city now: acknowledgement that there are many, many regular transit riders who will not be better off with the BRT or any other London Transit changes.

I have been told that London needs money to fix the infrastructure under Wellington Road and many other streets. I am not opposed to getting money for infrastructure, but their argument tells me that the BRT is not being proposed to serve people, but rather to get money to pay for city expenses.

Overall, the transit system does need a lot of improvements, just not the BRT, and I also don't agree with a number of other recent London Transit changes. Change isn't always improvement. I do not support the BRT.

Thank you for your time.

Theresa de Jeu

Dear City of London City Councillors,

I submit this written statement to you as I was unable to attend the Public Participation Meeting on Wednesday, March 20th, 2019 at Centennial Hall as part of the Special Strategic Priorities and Policy Committee Meeting regarding projects to be put forward for consideration for funding under the Government of Canada's Infrastructure Canada Public Transit Infrastructure Stream (PTIS) funding program with a bilateral agreement with the Government of Ontario. Through the Public Transit Infrastructure Stream there is a shared goal between municipalities, the Government of Ontario and the Government of Canada that **the Public Transit Infrastructure Stream will provide provinces, territories and municipalities with funding to address the new construction, expansion, and improvement and rehabilitation of public transit infrastructure, and active transportation projects.** These investments will **help to improve commutes, cut air pollution, strengthen communities and grow Canada's economy.**

It is vital that the city of London have a strong and stable public transit system. The city of London is a city that is within the top 10 biggest cities in Canada by population size. We need a public transit system that is strong, stable and innovative to reflect our size and our needs. We are a mid to large size city that will only continue to grow with our prime location as a hub for Southwestern Ontario and a major artery to the Greater Toronto Area. We need to be forward thinking and bold in our approach to public transportation.

Improving public transit encourages more people to take transit- improving the environment and our city and reduces commute and travel times for those who drive their own vehicles with a reduction of overall vehicles that are on the roadways. More people can be moved faster and more efficiently via public transit than if everyone on a bus travelled in their own car. With fewer cars on the roadways, one has to wonder if the impact on the roads and infrastructure may be less too- saving the city funds in road repairs and upkeep.

We know that not everyone is interested in taking public transit and that is okay- it's not for everyone. However, I suggest that everyone do try it at least once.

We need to modernize our public transit system to encourage more people to use it- including how to find out when the bus is going to arrive (e.g. texting a Stop ID to a short code number which would reply back with the next few arrival times for routes that service the stop- Transit Windsor, the Toronto Transit Commission, OC Transpo (Ottawa) among others offer this), how to pay for fares, how frequent buses run (increasing frequency), how late buses run and more. Overall, we need to do better- while I came to London to attend Western University in September 2011 and haven't left following graduation, the public transit service has vastly improved since that time, though there still is a ways to go.

I believe that if we as a community, the city of London prioritize public transit making it accessible to all that it will benefit everyone in our community, including those who take public transit as well as those who cycle, walk, or drive in an automobile to get around. Helping public transit, helps us all.

As a city, let's be forward thinking, let's be bold, let's be brave and let's do things differently- let's make change and as we continue to shape our identity as a world-class city that is within the top 10 by population size in Canada. Let's work together to reflect that as we move forward together for better- for everyone.

Bus Rapid Transit is a bold, approach to London's needs for public transit as well as its growing need to address aging infrastructure. We are the last major city without a rapid transit system in Canada. It's time. It's time to think forward and improve our conventional public transit, create bus rapid transit and improve our specialized transit for those with accessibility needs. Let's work together for better- for all of us.

Thank you,

Deana Ruston
Ward 13/ Downtown Resident

From: Barrie EVANS
Sent: Thursday, March 21, 2019 8:16 AM
To: SPPC <sppc@london.ca>; Squire, Phil <psquire@london.ca>
Subject: [EXTERNAL] Transit Public Meeting

I appreciate the opportunity for public input given by the Mayor and Council at the enhanced public meeting of the Strategic Priorities and Policy Committee meeting at Centennial Hall (March 20,2019). I am sending this by email as I did not get a chance to speak at the meeting.

As with previous meetings, the public input has to a large extent been characterized by a polarization of views: pro and anti- BRT. This has unfortunately divided Londoners into camps, detracted from finding workable solutions and also has often made the debate acrimonious. We all want to see the City grow economically, culturally, and as a livable place for individuals and families. I think we all understand the need for a forward-looking transit plan which moves people and goods efficiently, and, more importantly, reduces our carbon footprint. The intention behind the City's current approach which provides a broader set of options and which allows for the expression of support for elements in a more comprehensive transit plan is laudable.

Of the 19 components, the most contentious piece for me (shared by many other Londoners) is the North Connection. Dedicated BRT routes in the North Connection will have little or marginal benefit for transit users. There is a strong likelihood of a negative impact on residential neighbourhoods and to a greater extent than with the other routes in the BRT plan. Dedicated bus lanes will create a major bottleneck for private vehicles, including commercial vehicles on Richmond Street. The impediment of the rail crossing and the likelihood of business losses in the Richmond Row area further outweigh the potential benefits of this route. Also, cost and logistical uncertainties exist since Western University has yet to buy into a plan for a BRT route through the campus. The Province's decision to allow students to direct their student fee allocations will mean that they will have choice about their transportation options. From a personal point of view, there is no functional value in a bus service that has a single point destination at Maisonville after taking a meandering route through Western. To use the Cinema, Mall, library, pet store, liquor store etc. a flexible mode of transport is required. Also the Maisonville hub shows no planned connection for the increasing number of residents North of Fanshawe Park Road and whose vehicles have contributed to the current peak time congestion on Richmond Street.

While bus transit has certainly taken the lion's share of attention and money, some other options have not received the attention they deserve. These include the use of on-demand point-to-point services using micro-transit electricity powered vehicles enabled by a computer-based network, encouragement of pooling through HOV lanes, further development of bicycle, electric scooter and pedestrian lanes etc. Fixed schedule bus transit may continue to be the most efficient form of transit on major routes during peak hours. I am of the opinion that if the City's plan is to speak to the needs, preferences and aspirations of the younger generation, whom we hope to retain and/or bring back to the City, this type of forward-thinking approach will appeal to them.

These options need to be considered for London as a whole, but in particular a start could be considered for the North Connection where the proposed BRT system is not the best option. Please defer any decisions regarding the North Connection at this time in order to develop a better plan.

We understand that you have difficult choices to make and we hope that this input may be helpful in your deliberations.

Barrie Evans

From: Ian Bailey
Sent: Wednesday, March 20, 2019 5:29 PM
To: SPPC <sppc@london.ca>
Subject: [EXTERNAL] Feedback on Draft List of PTIS Transportation Projects

Hi,

Firstly, thank you for providing the information and allowing the London public to input to this important topic. I attended the first part of the session until around 4:30pm, thus had the privilege to hear a number of the people present their input.

The following are my comments:

1. First and foremost, I support the overriding view that Rapid Transit / BRT in its full form is essential and an absolute priority for our City. It is a critical part of the City Plan / Rethink London strategic direction, which I believe was developed after intense input from Londoners. I defy anybody to say they were not adequately informed or able to provide their input as that is just pure ignorance. The City Plan was formally agreed as the blueprint of London's direction and, as such, I believe this Council needs to step up and execute to it for our City to evolve. I was so pleased to see this view repeatedly stated by the public at this session and applaud the younger demographic for the manner in which they expressed its importance if we want London to attract and retain talent.
2. So from a Strategic transit viewpoint I firmly believe that you need to immediately progress BRT in its entirety as originally presented and intended, not the proposals stated in your items under "Transit Projects".
3. In addition, I believe you should prioritise the following projects:
    - Intelligent Traffic Signals: I believe this can gain short term tactical benefit as well as likely a requirement to support effective BRT operation once implemented
    - Adelaide Street Underpass: I consider this a high priority infrastructure project, independent of BRT
    - Enhanced bike Parking: I and I believe many more people would ride their bikes to downtown events if they were provided secure bike parking options. At present I would not leave my bike unattended due to a real risk of theft. This to me is a low cost and simple to implement project and would extend to the rapid transit stations as they are implemented under BRT.

I appreciate you providing me the ability to provide my input, respect that these are difficult and criticult decisions you face and assure my continued support to yourselves and our City.

Please contact me if you wish to discuss any items or if I can assist further,

Thanks, Ian Bailey

From: Barrie And Marion]
Sent: Wednesday, March 20, 2019 10:22 PM
To: SPPC <sppc@london.ca>
Cc: Squire, Phil <psquire@london.ca>
Subject: [EXTERNAL] Response to Public Participation Meeting

Thank you Mayor Holder and council for providing the opportunity to comment on the 19 potential transportation projects.

In my opinion, all but the North Connection have merit. I am opposed to the North Connection as it is the only Transit Project to strongly impact a primarily residential heritage neighbourhood. From Oxford until North Centre Road, the buildings on Richmond are all homes with the exception of a few doctors/dentists, a bank, two variety stores and a pub and a barber shop. These businesses are all in repurposed homes or in a single story building compatible with the neighbourhood. Richmond is already a busy, noisy street with traffic that regularly speeds through red lights. When this traffic moves onto the neighbourhood streets to the east and west of Richmond in order to escape the gridlock that will result from BRT, then the possibility of family homes being able to offer a safe environment for children will disappear.

The other four parts of the original BRT suggestion use roads that are primarily commercial/industrial/institutional, and which are much wider in many parts than Richmond St.

As for the needed infrastructure replacement, the federal budget of March 19 is offering municipalities a greater portion of the gas tax for infrastructure projects. So perhaps we could set in motion as many of the other 18 proposals as possible, all of which have merit, and still fix the Richmond infrastructure as well without burdening the taxpayers.

Thank you for considering my strong objections to the North Connection.
Marion Evans
St. George St.

Sent from my iPad

From: Richard Hammond
Sent: Wednesday, March 20, 2019 5:17 PM
To: SPPC <sppc@london.ca>
Subject: [EXTERNAL] Transportation project list - process suggestion

I suggest that a formal public opinion poll be conducted for the list of projects, based on a representative sampling of the London community.

This would provide an opportunity for objective input from a wider audience than have participated in the consultation process to date.

The results would give Council another layer of information as part of its decision making.

Richard Hammond

Hello, thank you for taking the time to listen to some of the public's concerns.

Londoners need to have pride in their city and confidence in their Council:
a pride based on our heritage, the character of our communities and our love of trees and nature, (hence the moniker of 'the Forest city');
our confidence based on an expectation of recognition and respect by Council, as curators of our properties and all the investments they incur, in our personal attempt to contribute to the general enrichment of the city, and as residents who appreciate others' contributions.
If this project, or any part of it, sacrifices properties, heritage, community character, or well-established trees and large natural spaces, we have lost before we have even started.

Smooth operation of traffic and bus transport is important but we already destroyed so much of the city in our attempts to facilitate traffic, we would now be simply compounding that damage in a well-intentioned but misgiven attempt to facilitate bus transport.
An overview of the projects here tonight show 90% concrete, asphalt and car park space, all of which are practically empty of approachable, person-sized, vital, or commercial activities. This is no accident. Such huge enlargements are conducive to highways, not to a high quality of city living.

It has been often stated, during this process, that we are 'the last' city of our size to approach BRT. School ground politics are alive and well in this argument: 'they have it, we must get it'; 'you're afraid'; 'you're afraid of change'; 'just do it'.
Common sense and a likely vision of the future indicate that by the time BRT is completed, it would be anachronistic.
The '60s and '70s were all about arrogant change and we still have the evidence of the loss those changes brought to cities all over the world.
In its present state the plan is faulty and expensive, for the benefit it might, arguably, bring to our city, so caution is the smart approach but buses and pedestrian traffic must be part of the answer to a viable downtown.
.
So,how can we achieve progress, without removing heritage trees (replacement planting is unsatisfactory and a last-ditched approach to be taken),or destroying communities?

1-Take the emphasis off traffic congestion, (this will change soon with ageing populations unable to drive anyway, as well as the basic overhaul in car design, higher gas prices, adjustments of timetables and better walkability.)

2- Improve the 'walkability' factor throughout London, as you're hoping to do but by

a/ much better snow clearance throughout the city,(not a huge cost at a basic wage and perhaps an opportunity of helping the unemployed sector)

b/ a small widening of sidewalks where necessary, taken from car space, rather than civic space, thereby slowing the traffic by a fraction

c/ implementation of a division from traffic, preferably a natural one, such as a hedge and/or trees,

d/some occasional seating, preferably open to design competitions.

e/ more pedestrian crossings.

Better walkability will work hand-in-hand with bus stops but the primary purpose is to encourage the community to walk everywhere where possible: children to school, students to university, the way they do all over the world, rather than the existing attitude of waiting for hours for an often poor service, even to cover small and manageable distances.

f/ This has to be reinforced with health advertisements and education. We may even be able to use federal grants towards better community health. Where possible we should connect to small green areas, or parks.

2/ Promote smarter Buses, as you're hoping to do but

a/ change the stops to bypass road blockage at left turns.

b/change the design from the present model to a narrower, ergonomically designed vehicle, which will not be so overwhelming in traffic,

c/ which should preferably be run electrically

d/ and be nearly continuous, every 5 to7 minutes.

e/ It would be a clever idea to make them also free, at least for the first year.

By removing half the width of the bus and incorporating the wheelchair spaces facing the opposite way, there is continuous service for everyone, without constituting a traffic nuisance quite to the present extent.

Our delays are negligible by modern city standards, even factoring in the 8 minute train delay. (A greater concern regarding the train is the contents that are being transported through our city!)

Altering traffic signals in order to promote continuous car traffic will only bring fast speeds to even less tolerable levels: this is a living city, inhabited by people, used by children and their pets, by squirrels, deer and other wildlife and the point is that we need to maintain and enrich the residential and participatory life on our streets; this, obviously, is not a positive contribution to an active street.

(If roadworks are undertaken for infrastructure, please consider moving electric cables underground. This will eventually be seen as a wise saving and a good move, even if not connected to the system at the time).
We need better design in our city, on every level.

Thank you for all the work you have undertaken in trying to improve London and your patience in dealing with our concerns.

A large portion of the public at the meeting had personal and political agendas. This address may very possibly represent a good part of the demographic missing from the hall, with the only vested interest being an appreciation of the city in the role of resident.

Thank you,

Christiane McAlister

Contemplation season is close to over.
It's construction season, any week now.

Apologies for attachment, small, but is the mysterious 5 missing years,
titles and authors, so nature of the information originally actively censored
may be appreciated.

A. Report of Wednesday, March 20th meeting.
B. Prepared remarks not spoken, with meandering
continuation from March 19.
C. Corrected March 19-20 supplement.[next to bottom]
D. Corrected March 11 submission.[at very bottom]

A. Meeting Report.

1a.Although there was a feeling amongst some old-timers that the attendance
was sparse
in light of the import of the topic, perhaps 200 to 250 attended, more than 70 persons spoke,
and aside from 3 retired, recycling politicians, the rest spoke their minds,
articulate and informed, some plain-spoken but very expressive, and very much good
information came forward
from several perspectives on the questions.
CBC reported 60 speakers, maybe their reporter left early.
1b.Council is going to have
a very tough time with this.
1c.The full council was in attendance, and very attentive. The Mayor ran
an excellent meeting.
1d. City staff made an excellent presentation of the information and it was very brief.
It was a complete contrast to the fluoride meeting when the long parade of medical witnesses
exhausted the room before the people spoke.

1e.I did try to say that I wished them sincere good luck
in their [difficult] decisions.
1f. I think the Mayor said that March 25 would be a council meeting for their discussion
and the vote
would be on March 26.

B.prepared remarks, not spoken, with meandering continuation from March 19

1a. I've always been a slow thinker,
and in recent years, although improving,
my speech is not up to par, and I would be grateful
if my digitized written remarks might be accepted.

Continuation.
1b.It is nice to have the time to think and write, to be in
the ongoing discussion, holding the stick for a few pages.
2. Stewart Brand spoke about the digital dark age.
We are on the shore knowing we are very shortly going
to be victims of a tsunami of challenges necessitating major adaptations,
and apart from the essentially totally unpredictable mostly end of the story solar flare,
the challenges involve not only primordial requirements of shelter and food
but also defense of freedom of speech and inter-personal communications
for the survival of a knowledge base.
3. The only way that cities can survive an in extremis adversity is to have an adaptive plan
to the food ways requirement, and there is some thinking that, basically, the cities wouldn't
make it.
4. Energy, in my opinion is no problem. The sun and wind , decentralized,
with property rights protected by the golden rule against solar encroachment, which is a
complicated topic

because it involves managing your own trees to co-operatively benefit your neighbour's solar exposure. There would be whole new protocols arising necessitated by mutual co-operation
as unavoidable to share the sun and wind.
With the currently available insulation and so on, any single family residence will be able, even with a modest exposure to the sun, to be heating self-sustaining. I calculated in 1973 that this
latitude might necessitate a quarter of an acre of chlorophyll life per person for oxygen production
assuming annual storage, but, even assuming the need doesn't arise, I'm hoping that there will be
ways to improve that.
5a. R. Buckminster Fuller said that residential dwelling turn-over rate was 50 years.
5b. As an admirer of London homes, including two particular Ontario cottages (the store is perhaps 150,
current house is 96), with every new apartment building, my spirits lessen, every new increased density development, seeing row housing which, aside from the mod-cons and sparse greenery, has aesthetic value below the row housing of the British Industrial Revolution.
6a. I've previously said that basically only single family homes might have the possibility of controlling their own energy situation, including food, by their own adaptations,
while apartments and several layers of in-between densities will have essentially no control, and with no back-up plan, might join as superfluous construction material, that which didn't survive
the disconnect from the fragile external sources of energy, water, etc.
6b. The agricultural land cost of city sprawl is mostly inevitable. Cities are most frequently established
in rich agricultural areas. The rising level of carbon dioxide in the atmosphere is doubtless a major factor for steady and substantial increases in yields in agriculture while the dark forces behind industrial agriculture would claim credit that this is a result of their wares,
and who knows who owns these corporations this minute?
6c. Re agriculture in the city, as I've previously noted, Ruth McNabb and I were able to visit an experimental street farm in London, England, in the summer of 1973. An architectural student by the name of Grahame Caine and his associates, with the blessing of a very co-operative school, had created, beside the football pitch, an integrated street farm type residence with greenhouse and inside
food production and was a great start to de-technologizing components with the integration of sub-systems in closed systems. Happy to find a possibly accurate wikipedia page at https://en.wikipedia.org/wiki/Street_Farm with detailed additional information.
6d. Street Farm Products, which honoured their work with its name, operated locally from 1978 to 1987.
Over nine years, producing 500 pounds a week, with 3 weeks off each year, totalled about 225,000 pounds of sprouts, most of them alfalfa, and most of those, four ounce bags.
6e. I wasn't convinced that there was a problematic nature in alfalfa in response to one credible 1992 caution, but after Nourishing Traditions came out, I referred many a store customer to page 113
with the statement about the amino acid canavanine and the diseases possibly associated with it.
6f. Back in the day, I did some arithmetic. While adding water to the 15 tons of seeds produced more than seven times its weight of sprouts, if they were instead planted,
and given sun and rain, they could be converted to alternatively 225,000 pounds of blue brand beef.
6g. After the Weston A. Price-initiated learning curve, and after being exposed to the permaculture
ideas, those seeds, thinking of India and the sacred cow, these long lived and productive animals
could essentially sustainably, infinitely, provide the necessaries. Alfalfa requires a certain small wasp
for pollination. From the Arabic, it means "king of the land".

6h. About a special house.
After giving my paper "Energy Management Program For Ontario Agriculture" (76-302)
to the Canadian Society of Agricultural Engineers in July of 1976 which included
my "Estimates of the Off-farm Energy Inputs to the Principal Field Crops in Ontario, 1974",
I went over to PEI to see the Ark, then approaching completion. This was a government-
financed project involving John and Nancy Todd and associates who had previously created
a smaller but similarly integrated effort in New England. I have 14 slides, now converted to
scans,
but I don't have the skills to convert them to files which I can store and share without being
involved with an external agent. I'm happy to share them. I have the 1980 book by John Todd
and Nancy Jack Todd title "Tomorrow is Our Permanent Address" (after a line in an
E.E.Cummings poem),
have scanned several pages including those about the PEI Ark, again happy to share.
Was very pleased to find a robust interest online hosted by Dalhousie University, at
https://peiark.com/introduction/. The term used for the Cape Cod Ark was "agricultural
bioshelter".
Mind Bomb
7. My dear friend B and I saw the Greenpeace documentary in a recent year, and while we were
previously familiar with many of the details, I carried away this notion of "mind bomb".
Nothing can compare with the event of confronting a Russian whaler with a Zodiac,
but we need to adjust the image evoked by the word. Instead of a damaging explosion,
the approach should mimic a "whompf", with sufficient slowness of the expansion to
preclude triggering startle-response threshold in magnesium-deficient readers.
8. I've long admired the geese and the lemurs with their sentries.
What if the sentry is fluoridated? If the whole group is fluoridated,
would they post a sentry?
9a. Concerning solar flares of item 2 above,
"...and apart from the essentially totally unpredictable mostly end of the story solar flare...",
dear correspondent sent a link to March 21,2019
Suspicious Observers 5:21 concerning current one expected this Saturday at
https://www.youtube.com/watch?v=GmnFCm0tHrA
This would serve as good introduction to nature of the information from Suspicious Observers,
have copy/pasted for convenience from C13a below:
"Food
13a.
I am very grateful to dear correspondent for sharing information from Suspicious Observers,
with the latter bringing forward the work of geologist Douglas Vogt.
It has to do with a solar micro-burst
.
Individuals can make their own decisions about the science
brought forward. 2046."
9b. Suspicious Observers is very prolific, and while most of the regular production is
considerately brief as this one is, there are several long ones from Douglas Vogt involved in
getting a handle on his thinking.
10. I recently explained to a younger acquaintance about my learning in my late twenties about
the "right livelihood"
concept, and, tying ends together across disciplinary lines these last several weeks,
I'm just realizing
that the coherence, doubtless questioned by some, has arisen as a direct result of a continuity
of intent, with initial disparate elements finding integration through some unifying guidance.c.

C.

Strategic Priorities and Policy Committee
2019-03-20 supplement only to original of 2019-03-11 11:40 PM EDT

1.Previously detailed error corrected.

2.Thank-you to Chris Gupta for sharing the wealth and collaborating on this work
and bringing forward benign solutions with a different perspective than mainstream.

3. Thank-you to Dr. Andrew Michrowski, of the Planetary Association for Clean Energy,
and his international collaborative network, for their on-going valuable work.

4. In addition to all of the above, thank-you to some long-suffering undisclosed correspondents
who are in the "Yes But" camp. You need to know what many other people know.

5a. Although the word censorship was used only once in the original submission, a current event,
and I hope that I am mistaken in this, the deplatforming of the Consumer Health Organization of Canada
may have recently occurred. If this can be confirmed, then it is justifiable to declare "*force majeur*"
and put out a clarion call for assistance for a cooperative effort to conserve this body of information.
5b. The archives, as previously available online, had a mysterious 5 year 1985-1989 gap,
which, with the help of Chris Gupta were digitized and circulated in 2013. In spite of submission of duplicated flash drives of this work, they didn't appear online, and now, the whole site's gone.
5c. Nothing new received as of 2019-03-20 7:00 AM EDT.

6a. Further, re SNC-Lavilin, I was reminded that this corporate entity has replaced the federal government
with first line responsibility for Chalk River. In the US, there are currently legal proceedings in Arizona,
with copy and paste details from original March 8, 2019 information:
"The case is El Paso Natural Gas Co. LLC v. United States of America, number 3:14-cv-08165, in the U.S. District Court for the District of Arizona." concerning nuclear cleanup liability, characterized by dear correspondent
as "hot potato".
6b. In London, Ontario, Canada, this city and other municipalities are subject to bullying by higher levels of government, whether it's some mega-city's land-fill site next door to a smaller city, or a tiny municipality trying to confront the federal government with front line corporate enforcers with a plan to turn a particular Garden of Eden into an in-perpetuity nuclear waste disposal site.

7a. In 1983, the City successfully brought forward a proposal to build a garbage incinerator beside Victoria Hospital. Orlando Zamprogna was Deputy Mayor as well as Vice-President of Engineering at Victoria Hospital, with the two corporate entities being co-proponents.
7b. My brother Rick asked me to assist and I did so as a self-declared lay witness.
He witnessed an unsuccessful effort by the proponents' lawyer to reduce my credibility by asking a difficult technical question which I successfully answered.
Some government processes occur in the absence of a co-operative atmosphere.
7c. I did ask for help from the University in analyzing the wind tunnel evidence submitted but it was explained to me that the University couldn't be involved.
7d. At the 2012 fluoridation discussion, I recall one person who spoke, self-identified as a member of the university community, and brought forward information of a cautionary nature. One.
7e. Concerning the university, I attended the Inaugural Symposium of Electromagnetics Western in 1992, when there was a sparse awareness, but if there is any increasing awareness within the institution, which the city succours, it is not evidenced by its aggressive behaviour in installing Wi-fi, apparently totally oblivious to a now widely distributed body of evidence on the biological effects of these technologies, all the way from "simpler"earlier line power and radio waves, but now even into the 5G realm. It's ignored. See local paper of August 5, 2011 regarding the proposed tower at the Museum of Ontario Archaeology. I don't see an antenna on google street view, don't know the outcome on that.

7f. The Health care industry, educational and practising, are so totally Yes But, and at the same time subject themselves to a very significant occupational hazard. I don't wish to quote Dr. Joel Wallach. This will be on the Darwin Awards in years hence.
7g.The old civilizations of India and China have a rich heritage of subtle energies of the body and,
with China, the landscape. Europe also has historical sources about these subtle energies.
7h. The $35 million (1983)incinerator operated for nearly 20 years, functioning poorly, and financially costly, inputting to our city environment, including the adjacent hospital's, much pollution, including fluoride from the burning of plastics.
7i. Incidentally, this particular Deputy Mayor, in the Mayor's absence, signed for the City when receiving title to the Parkwood property from the federal government, and I do not know the rest of the story of this land and St.Joseph's.
7j. When these events occurred, I believe that municipal terms may still have been at 2 years. Now that they're four years, it's all the more reason to acknowledge the inability of elected officials,
influenced by autocratically-guided technological momentum which precludes innovation, to reach in an
alternative, benevolent direction. Also, if we could shift all elections to February 29th, we could co-operatively try and change the reality with the other 1,460 days.
7k. Listening to the lowest price is the law argument is short-sighted. One unknown is when the inevitably higher costs will be borne. Also borne into the future are presently dimly perceived other costs.

8a. The March 16, 2019 local newspaper carried a Canadian Press report of provincial government action
in reducing environmental oversight. "Advocacy groups have noted some of the environment commissioner's duties, such as the power to issue special reports on topics like climate change, will not carry over to the auditor."
8b. Absence of comment upon their topic given as example is intentional.
8c. From the 1983 last in the province environmental hearing where citizens were able to speak in open
discussion about matters, we're seeing the approach of the end of environmental discourse between citizens and the governments which are supposed to represent them.

9. The same article also mentions the merging of 20 agencies of the province's health-care system.
This will create a health-care czar and citizens might keep in the mind the wide emergency powers given by a preceding provincial government to the Minister of Health. The ideologies guiding the decisions,
both political and medical, have serious deficiencies, and while benevolent character of many participants is acknowledged, the misappropriation of loyalties by malevolent ideologies plays large in
maintaining the momentum of normalcy bias in social engineering.

Communication
10a. "*A little bird told me*" phrase dates from the Battle of Waterloo when the banker, using carrier pigeons, learned the outcome and then sent the opposite message to England,
and, almost immediately thereafter, took control of the British Empire for a shilling on the pound.
10b.I have previously noted the apparent change occurring in the path of science coinciding with
the promotion of Pasteur's work, that "germs are bad", and the ongoing suppression of Bechamp's
work that the "terrain" ought to be the focus.
10c.I recently read the 1953 book "The Great Iron Ship" by James Dugan about the engineer I. K. Brunel and the ship *Great Eastern*. This ship laid the first adequately functioning trans-Atlantic
cable, completed in 1866, and of course supports a major change noted, 51 years after 1815,

and 47 years before 1913.
10d. From page 5 of Eustace Mullins' 1993 (Author's 70th birthday edition) "Federal Reserve System",
"A study of the panics of 1873, 1893, and 1907, indicates that these panics were the result of the
operations of the international bankers' operations in London. The public was demanding in 1908 that Congress enact legislation to prevent the recurrence of artificially induced money panics."
10e.Although the legislation was drafted in November of 1910 at Jekyll Island , it wasn't passed until December 23, 1913, to the day, one hundred years before I got my 3rd letter threatening water cut-off by local utility.
Ezra Pound was an American poet who was very critical of the war effort, to such an extent that he was captured in Italy in 1945 on personal orders from FDR, subsequently he spent thirteen and
a half years, the last twelve at an insane asylum in Washington DC, not being released until 1958.
Mullins met Pound in 1949 when Mullins was 25 years old, and had never heard of the Federal Reserve.
From The 1991 note in the forward to the 1993 edition, Mullins writes:
"This book was from its inception commissioned and guided by Ezra Pound.
Four of his proteges have previously been awarded the Nobel Prize for Literature,
William Butler Yeats for his later poetry, James Joyce for "Ulysses",
Ernest Hemingway for "The Sun Also Rises", T.S.Eliot for "The Waste Land".
Henry Newbolt's 1940 "New Paths on Helicon" notes at p.386 that "'*The Waste Land*' is inscribed by T.S.Eliot 'for Ezra Pound, *il miglior fabbro*'" which might be "the better craftsman".
Wikipedia is unreliable with Dr. Pound's information. He is mis-characterized as unpatriotic and his pronouncements about the bankers were transformed into racially prejudicial remarks, a regular tactic to change the subject.
10f. 50 years on from 1913 is 1963, JFK. Although the 1960's were seriously wounded by this, much self empowerment was achieved. 1970's Kent State seemed to set the atmosphere for subsequent decades, with an occasional kettling in Toronto for reinforcement.
10g. Currently, we're on a 50 year cusp of the conversion of communication abilities from a technology
of service to the people to a mechanism of control, and not just a gentle steering. It is repeatedly demonstrated that any advances in communications technology which can be nefariously exploited
will be so used for increasing control and profit.
10h. It should be noted that while profit is important, it is not as important as control. Who controls the
money is behind the veil anyway. The 5G system, if implemented, will control minds.
10i. With cannabis legalization trying to take us much further down the road of police testing and our loss
of personal sovereignty, it is happening at the same time as governments with medical emergency powers legislated, mandatory vaccination policies being introduced, health care systems and mainstream media spouting more anecdotal data, steering the population away from accurate information, all being reinforced by our universities.
10j. From a right to know your accuser, the Turn In a Pusher programme was the beginning, in my recollection, of the transition away from transparency, and there are obviously entrenched many
non-transparent decisions made, from secret US FISA courts, to more or less hidden clauses in omnibus bills which exempt corporations from prosecution, to communications amongst autocrats
across a spectrum of departments, perhaps much unknown to the "clients" or public being served.
10k. The individual has lost sovereignty of knowing all the facts in the situation.

11. The grey wave will soon be over. Current decision-makers need to commit to investments

to benefit their descendants. In this situation, although the city is a creature of the province, the
higher-level government has become to some extent an adversary and citizens of the city will have to increasingly pick up responsibilities passed down from above, on several files.

12. Received this past Friday March 15, 2019 from Chris Gupta this timely item:
"
The City Council of Everett, Washington Plans to Impose Agenda 21 on Residents, Removing Them from Their Cars and Downgrading Their Lifestyle
https://needtoknow.news/2019/03/the-city-council-of-everett-washington-plans-to-impose-agenda-21-on-residents-removing-them-from-their-cars-and-downgrading-their-lifestyle/
from which upon reading the one medium paragraph summary, the veracity of which I would support,
I copy and pasted:
"
Agenda 21 "utopia" cities will ultimately fail, at tremendous expense to taxpayers, because the plans are built on the lie of global warming and other fraud... ".
The video is 28:05 March 5, 2019. Everett is 25 miles (40 km) north of Seattle, pop: 2010 census 103.019, city supplies water additionally to 500,000 in nearby county.
City is fluoridated but has dropped from 1992 1 ppm, to 2011 0.8 ppm, 2016 0.7 ppm.
Contents of 28 minutes is substantially applicable to London's situation and it will
be interesting to see what parallel information from that video may be brought forward here.
Brief clip of Rosa Koire transcribed 12:19 to 13:00:
"So what I'm going to be talking about is United Nations Agenda 21 Sustainable Development, and it is the blueprint, it is the action plan, to inventory and control all land, all water, all minerals, all plants, all animals, all means of production, all construction, all energy, all education, all information, and all human beings in the world. Inventory and control."
[measure and control]

Food
13a.
I am very grateful to dear correspondent for sharing information from Suspicious Observers, with the latter bringing forward the work of geologist Douglas Vogt.
It has to do with a solar micro-burst
.
Individuals can make their own decisions about the science
brought forward. 2046.

13b. Our civilization, in spite of the momentum, has become somewhat technologically crystallized
and fragile.
The separation of population from sustainable food-ways ought to be on several minds.
13c. J.D.Bernal's 1929 "The World, the Flesh and Devil" brings forward for the first time the idea of high population density spheres for space habitation. He inspired Olaf Stapledon's flights of fancy and Arthur C. Clarke's work, but Bernal thought of food as some predictable biochemical process with a precocious period confidence in the nutritional discoveries of his time.
His brief words on that from page 14 of 2017 edition of his 1929 book:
"On the chemical side the problem of the production of food
under controlled conditions, biochemical and ultimately chemical,
should become an accomplished fact. In the new synthetic foods,
will be combined physiological efficacy and a range of flavour equal
to that which nature provides, and exceeding it as taste demands;
with a range of textures also, the lack of which so far has been
the chief disadvantage of substitute food stuffs. With such a
variety of combinations to work on, gastronomy will be able to rank
with the other arts."
13c. Growing vegetables is one half the answer. The other concern is animal fat sourced essential vitamins. Their replacement ought to be a subject of interest, with example given

of nattokinase supplying K2, the vitamin studied by Dr. Weston A. Price, DDS.
13d. Weston A. Price, born near Ottawa, became a Cleveland dentist who did much research from the 1920's into the 1940's on the role of diet and health with emphasis on nutrients from animal fats.
13e. Francis M. Pottenger, Jr., M.D. conducted, from 1932 to 1942, his 10 year cat study which demonstrated many consequences of dietary manipulations, including loss of fertility by the 3rd generation with devitalized food.
13f.The work of both researchers was
preserved by the Price-Pottenger Foundation, dated to a 1972 renaming, but the effort actually started in 1952.
13g. The Weston A. Price Foundation was established in 2000, and with a much more active, proselytizing attitude, has steadily grown with many international chapters. Over the twenty years of its existence, it also attracted very informed researchers cum authors, and its quarterly publication is a treasure. Valuable, complete digital archives.
13h. The local university curriculum for those interested in nutrition might be 70 years our of date,
with some doctors, embarrassingly, still speaking out about the evils of animal fats.
13i. From Dr. Evan Shute's 1961 book "Flaws in Theory of Evolution",
a 1928 quote from W. B. Scott,
paleo-botanist:
"Scientific men, however, are not always deterred from theory by the absence of facts."
13j. The university and a primary co-identified partner, the health care system, enjoy virtually preeminent status as valid sources of knowledge.
13k.Following the Atlantic cable of course came the whole era of establishing universities and medical schools with Rockefeller funding, and the suppression of competing modalities.
13l. It's been 80 years since Morris Fishbein put a stop to Royal Raymond Rife's successful 1935 cancer cure.
By 1933, Rife and colleagues had developed a cancer test being 90% accurate and completed in 30 minutes.
13m. Microbiology students might see the 150 year span from the fork in the road between Pasteur and Bechamps and now as a challenge, to repair this
great tear in the fabric of a coherent perspective on the matter.
13n.
Still up on reddit world news as of March 4th, 2019:
https://www.cbc.ca/news/health/stop-homeopaths-honduras-1.5039745?cmp=rss
more oppression.
Sent to self March 9th, 2019 under their heading "Canada cancels homeopathic foreign aid to Honduras", a BBC link and comments:
https://www.bbc.com/news/world-us-canada-47489008
with argument of therapy not proven.
13o.As a matter of fact, the concept of homeopathy was confirmed
in 1988, with an article titled "Researchers discover phenomenon that breaks basic scientific rules", published in Nature about Thursday, June 30, 1988
with a reporting newspaper article appearing in the London Free Press about July 02, 1988.
Naysayers have been shielded from the facts.
13p.March 19th 2019 same story still up on reddit news, still using "not proven"line.
Non-stop propaganda.

14. Is the blob of tar on anybody's list?

D.

00. Submitted Sunday March 10, 2019 in advance of 9:00 am EDT
Monday March 11 deadline, once with receipt asked for, to
sppc@london.ca and jesse@helmer.ca and

copy to cko at 11:40 pm EDT and subsequently sent to correspondents.

0.At the bottom of this submission, below my signature, is
a wikipedia link with a super brief cut and paste to learn about "Agenda 21".

1. We're talking about 380 million dollars of government money,
all of it from our pockets, through the three different levels.

2. In the summer of 1967, I was a student fortunate to travel
in Europe, and my primary olfactory memory of one city was
diesel exhaust.

3a. About 20 or 25 years ago, when Rev. Susan Eagle was
on a committee, during a well-attended public participation meeting
discussing whether to ban back-yard fires, several others and I
protested, successfully, and I also took the opportunity to remind
that London was still operating diesel buses.
3b. It was acknowledged that a small percentage of the population was sensitive to the smoke from back yard fires.
3c. Interestingly, also brought forward was the fact that
there had been absolutely no fires caused by a back yard fire.
This was a good example of the perhaps sincere but misguided use
of the precautionary principle for the greater good,
a phrase among an avalanche of newspeak joining waters
muddied by censorship and propaganda, to maintain credibility
that there is control in the situation, and with benevolent intent.
3d. Incidentally, I believe it was the Community and Protective Services
Committee, and I mentioned in my two minutes that time that I was surprised
that it wasn't being discussed in committee concerned with environment.

4a. I note that some cities are planning to ban diesel,
perhaps a good move as it is problematic for approximately
100 percent of the population.
4b. I cannot advise of effects of the provincial emission control program relaxation on diesel exhaust.
4c. From wikipedia https://en.wikipedia.org/wiki/Diesel_exhaust.
The International Agency for Research on Cancer is an intergovernmental
agency forming part of the World Health Organization, part of the United Nations,
and it has listed diesel exhaust as a Group 1 carcinogen.

5a. About mass-transit, in a push-back to city-oriented land-depriving Agenda 21
pressures, the City ought to declare also a commitment
to individual transportation, giving it no inferior place to mass
transit, as the city's service to not only its own non-mass-transit users,
but also for the broad hinterland which it serves,
these City residents are due the services, and the visitors contribute greatly
to the city's financial and other vitalities.
5b. I'd rather people be autonomous, always able to drive.

6a. Below are reproduced my notes from seeing a well-presented,
comprehensive and informative video by Rosa Koire about Agenda 21 and its relationship to the planning process and other aspects of our guided autocratic development, a one hour and forty three minute video at
https://forbiddenknowledgetv.net/behind-the-green-mask-agenda-21/

In this submission, three phrases are high-lighted from my original notes
26:00 precautionary principle;

32:00 in every planning department
57:20 tying transportation dollars to Agenda 21

"The below video runs 1:43:33, was published on Feb 9, 2019,
from a forensic appraiser of large commercial real estate in the
San Francisco Bay area. Very informative about Agenda 21 and related.

6:40 land control
7:00 social engineering Senate bill 1867 just passed.
13:30 philosophy – all for the common good
15:00 communitarian law
17:40 biggest public relations scam in the history of the world
19:00 climate change – global warming
20:10 1987 Brundtland commission
21:30 1992 action plan from Rio
23:10 three pillars- economy, ecology and equity (social equity)
25:30 China working with US on sterilization vaccine
26:00 precautionary principle –Point No. 15 of Agenda 21
28:15 1992 Rio – Geo H.W.Bush signed along with 178 other heads of state,
soft law.
28:40 Pres Clinton 1993 – President's Council on Sustainable Development
31:00 Action Plan
30:28 few million to American Planning Association to come up with a plan
to put in every single city, county and state in the entire United States so we get Agenda 21 into
every single town in the whole US., took ~ six years, came up with growing smart guide book
with model statutes for the management of change.
31:44 by 2002
32:00 you think your city is coming up with these laws..
in every university, in every college, in every planning department in the US
34:00 2002 – huge transfer of property rights, none of us knew about it.
36:00 the new consensus is neutralizing the opposition
36:20 communitarianism is using peer pressure
37:30 Delphi technique, created in the 1960's, used in the 70's and 80's
to bring in acceptance of general plans and zoning.
38:00 Delphi – to bring a group of people to a pre-determined outcome
39:30 "Rescue Mission for the earth" –Agenda 21's children's book
43:00 Nat'l Geog. new article – cities, the answer to everything
cities, the answer to sprawl
50:00 combining transportation and housing
57:20 tying transportation dollars to Agenda 21
57:40 consolidating population, off land to towns then cities
1:03:00 eleven mega regions in the US
1:06:20 the kilo decision 2005, the US Supreme Court decided that he fifth
amendment that guarantees that you are entitled to just compensation if you're
taken by eminent domain, but you can only taken for public use...but
redevelopment is not a public use.
1:17:25 removing you from rural areas, suburban areas is the goal.
1:39:10 unions –AFL-CIO 2001 declared anti-sprawl, support smart growth"
6b.And thank-you to the dear correspondent who brought forward this information.

7. During my downtown business involvement from 1974 to 2010
I saw the business property tax increase from 150% of residential assessment
to 400% of residential assessment. This trend is inimical to small business and diversity.

8. Additionally, I would take this opportunity to remind that the municipal level
of government is key to many related issues , many of which seem seldom
raised before elections.

9a. I did, in a more recent year, endeavour to bring forward information on biological effects of electromagnetic fields, but environment committee had zero interest.
9b. At that "meeting", I did engage an apparent member about climate change, and that 'carbon dioxide was bad' was totally believed.
9c. Every person should be aware of the undeniable connection between it and agricultural productivity.
9d. My communication with the city utilities goes back to April 18th of 2011 in efforts to have my electrical "smart meter" changed back to analogue.
I'm not holding my breath. I've declined the smart water meter, and, thankfully, I'm still being provided water although they threatened to cut me off with my third letter of December 23 of 2013.

10. On the matter of wi-fi equipped buses, occupants being exposed to the buses' antenna and cell-phones should understand that they are in a kind of microwave oven.

11. Political decisions bring the burdens of liability to the City. Somebody should learn about possible lack of insurability of wi-fi technology and liability for health and other consequences,including, for example, the health consequences and potential liability accompanying any 5G rollout. The Americans are apparently meekly accepting this even though it is irrational to have the US FCC mandating ignoring health effects, any law or regulation mandating harm simply being not enforceable. In the same way that the liabilities of big pharma and nuclear industries are legislatively limited in extent, so also may the consequential liability of wi-fi developments, including past and future use, totally fall on the unprotected citizenry, for the profits of corporate interests.

12. Fluoride is a poison. That fact won't change before the next election.
My four page January 15, 2012 submission stands.
It ought not be a decision taken by the majority to put a pharmacological substance into the water supply of the 100% of the population. At that "Public Participation Meeting", the volume of excreta from the experts was so toxic, it would not be suitable for composting. Those currently exposed to anecdotal evidence from CBC and mainstream ought to learn about the effects of fluoride delaying the eruption of teeth in the young and associated statistical consequences.
Not only residents of the city but food processors, from small restaurants to large concerns, might be happy to know that no fluoride is being added to the water.
Additionally, more interdisciplinary minded readers might study the very embarrassing history of the "science" at the base of this idea that fluoride is good for you.
With the kind assistance of Chris Gupta, evidence cited in my 2012 fluoride submission was digitized and circulated. Councillors making decisions on this matter must be aware of the extent to which this information is widely known outside the ideological fortresses of the autocrats. Students might reflect on the deficiencies of their educational system.

Lucky number 13. Privatization.
13a.My letter to my councillor of October 16, 2018 included words from Charles Morris, LL.D., and his 1899 tome "XIX Century..." at page 636, the last page of his book:

"...A step in this direction somewhat widely taken in Europe, is the control of railroads and telegraphs by the government. Another step is the control of all municipal functions, including street railways, electric lights, etc., by the city authorities. The latter system, adapted by many European cities, is being actively advocated in the United States, and is gathering to its support a vigorous public opinion which promises to be strong enough in the end to achieve its purpose."

13b. The unavoidable statement with the phrase "eternal vigilance": public assets are very attractive large cash cows that will always be the

potential prey of corporate interests. The defense of several hundreds of millions of dollars worth of citizens' assets is left in the hands of trusted elected councillors whose aggregate annual salary represents a vanishingly small percentage of the asset being managed.
13c. This involves a real trust of councillors by citizens such that what happened in Woodstock might be less likely happen in London. The London Free Press report of June 6, 2014 from the Woodstock Sentinel-Review says that the council made their decisions in closed sessions and I do not know whether the Ontario Energy Board approved the sale.
13d. All kinds of deviousness will come from the predators,including talk from provincial government spokespersons about the benefits of mergers. That from the December 17, 2012 London Free Press article which included:
"Sharma has been authorized
by London Hydro to pursue part-
nership and amalgamation with
neighbouring utilities."
Although this information is dated, I would like to see a definitive statement of policy from the Council to the Board of London Hydro concerning the protection of public assets from privatization.
13e. Councillors and citizens need a grasp of the simple difference between interest and principle and the related spending of capital for operating costs, which in the end leaves the citizenry exploited and poorly served.
13f. Three other related issues not heard publicly discussed are first:
the corrosion of the water infrastructure by virtue of the fluoride in the water.
If the larger maintenance costs are avoided, there will be much larger bills later on, if and when responsibility might come back to Londoners for their system.
13g. The deleterious effects of the wireless environment include an accelerated corrosion of the steel structures of our architecture and infrastructure, along with the biological effects.
13h. Re the 5G coming, this drastically different and more intense technology is understood to, besides communicating with your devices, also connect to your brain.
13i. Paradox present in situation with publically-owned asset able to be developed in the best interest of the citizens, while privatising electricity has pushed the citizens to a position of no control over commitments to very expensive and absolutely dead wrong nuclear.
13j. Another paradox: in my little store, as a sole proprietor, I could arbitrarily decide not to sell certain soy products. A co-operative concern, satisfying all members, was on the receiving end of a plethora of less than desirable foodstuffs, products at the end of an industrial agriculture and biochemical manufacturing process, able to be marketed only because the citizens are so poorly informed about food-ways.

14.SNC-Lavalin, of current notoriety, about June 30, 2011, paid $15 million for Atomic Energy of Canada Ltd., the intellectual nuclear heritage of the country.
The government in turn promised to give "SNC up to $75 million to complete development of a new reactor..."https://www.cbc.ca/news/business/aecl-sold-for-15m-to-snc-lavalin-1.985786
Research is necessary to learn about our worsening situation, the notion of nuclear power is totally past.

15a. Oxygen.
Very early in the 1900's, Germany had developed oxygen technology for the purposes of sanitizing water.
15b.Before the construction of the Canada Games Aquatic Centre, I gave Mr Bill Kennedy, then chair of the Public Utilities Commission a brief about the use of oxygen technology for sanitizing water. The brochure which first came out spoke about the new healthy sanitization system. A few years later I was told that the price of the electronic lane timers were so high that cuts had to be made.

15c. The May 17, 2013 London Free Press has a story about the use of a new hydrogen peroxide system to enable reduction in the chlorine used in the Glencoe and area water system. There's one anecdotal report that this provides a decent cup of tea.

15d. In the late 1970's, I purchased the library of Mr. T. A. Gagen, the city engineer from the late 1940's to I think the late 1960's. Before the fluoride meeting in 2012, I reviewed the several applicable volumes to learn that there was very close to zero in his information about anything other than chlorine. His 1944 book "Water Purification" by the US Corps of Engineers was 100% about chlorine and exemplifies the role of the war and immediately following years in setting the technological agenda for what seems forever in opportunity costs with respect to our non-use of relatively long-term available benevolent methods.

16. As has been said, we might not be able to control anything at higher levels but we should try hard at the municipal level.

17. It's all our money.

Conrad K. Odegaard

From https://en.wikipedia.org/wiki/Agenda_21

"Agenda 21 [1] is a non-binding action plan of the United Nations with regard to sustainable development.[2] It is a product of the Earth Summit (UN Conference on Environment and Development) held in Rio de Janeiro, Brazil, in 1992. It is an action agenda for the UN, other multilateral organizations, and individual governments around the world that can be executed at local, national, and global levels.

The "21" in Agenda 21 refers to the 21st century. It has been affirmed and had a few modifications at subsequent UN conferences..."

Consumer Health Newsletters

1989	December	Vol.11 No.11	REDUCING YOUR CANCER RISK BY 90% OR MORE - PART II	John Yiamouyiannis, Ph.D
	November	Vol.11 No.10	HIGH PERFORMANCE HEALTH	John Yiamouyiannis, Ph.D
	October	Vol.11 No.9	OXYGEN THERAPY FOR DEGENERATIVE DISEASE	Lucas Boeve, P.Eng.
	September	Vol.11 No.8	IS MERCURY IN YOUR SILVER FILLINGS POISONING YOU?	Dr.Donald Barber, D.D.S.
	July/Aug.	Vol.11 No.7	LICK THE SUGAR HABIT - PART II	Nancy Appleton, Ph.D.
	June	Vol.11 No.6	LICK THE SUGAR HABIT - PART I	Nancy Appleton, Ph.D.
	May	Vol.11 No.5	BIOMAGNETISM IN HEALTH AND DISEASE	Dr.Richard Broeringmeyer
	April	Vol.11 No.4	YOUR PERSONAL AYURVEDIC CONSTITUTION	Dr.Robert Svoboda
	March	Vol.11 No.3	MULTIPLE SCLEROSIS	Libuse Gilka, M.D.
	February	Vol.11 No.2	FOOD AND ENVIRONMENTAL SENSITIVITIES	Trudy Bricker, M.D.,M.A.
	January	Vol.11 No.1	INTRAVENOUS CHELATION THERAPY FOR ARTERIOSCLEROSIS ALZHEIMER'S DISEASE AND OTHER DEGENERATIVE DISORDERS	Paul Cutler, M.D.
1988	December	Vol.10 No.11	A WHOLISTIC APPROACH TO LEARNING DISABILITIES	Irene Yachuk, Ph.D.,R.N.C.
	November	Vol.10 No.10	THE GERSON THERAPY FOR CANCER AND DEGENERATIVE DISEASES - PART II	Charlotte Gerson
	October	Vol.10 No.9	THE GERSON THERAPY FOR CANCER AND DEGENERATIVE DISEASES - PART I	Charlotte Gerson
	September	Vol.10 No.8	missing	missing
	August	Vol.10 No.7	HOW TO TEST YOUR ALLERGIES - AND CURE THEM - IN MINUTES - PART II	Jimmy Scott, Ph.D.
	July	Vol.10 No.6	CURE YOUR ALLERGIES IN MINUTES - PART I	Jimmy Scott, Ph.D.
	June	Vol.10 No.5	FATS THAT HEAL, FATS THAT KILL	Udo Erasmus
	May	Vol.10 No.4	AN EFFECTIVE ORAL CARDIO-VASCULAR TREATMENT	Dr.Kurt Donsbach
	March	Vol.10 No.3	ALTERNATIVE PROTECTION AND RADIATION	Fred Bell
	February	Vol.10 No.2	ADDICTION-EFFECTS OF ALCOHOL AND CHEMICAL DEPENDENCY ON THE FAMILY	Linda Bell
	January	Vol.10 No.1	A WHOLISTIC APPROACH TO CANCER	Anne Eerdsman
1987	December	Vol.9 No.11	HEALING WITH HERBS - PART II	Jim Strauss, Master Herbalist
	November	Vol.9 No.10	THE CURE FOR CANCER AND AIDS MAY ALREADY EXIST	Barry Lynes
	October	Vol.9 No.9	HEALING WITH HERBS - PART I	Jim Strauss, Master Herbalist
	September	Vol.9 No.8	YOUR ROLE IN PREVENTING DISEASE - PART II	Mark Percival, D.C.,N.D.
	August	Vol.9 No.7	YOUR ROLE IN PREVENTING DISEASE - PART I	Mark Percival, D.C.,N.D.
	July	Vol.9 No.6	CANDIDA ALBICANS AND OTHER CONDITIONS WHICH MIMICK IT	Zolton Rona, M.D., N.D.
	June	Vol.9 No.5	HEALING PROPERTIES OF HYDROGEN PEROXIDE	Dr.Kurt Donsbach, Ph.D.,D.Sc.,N.D.,D.C.
	May	Vol.9 No.4	HOW TO ENJOY HEALTHY TEETH AND GUMS - IN SPITE OF YOUR DENTIST - PART II	Dr.Robert O. Nara, D.D.S.
	April	Vol.9 No.3	HOW TO ENJOY HEALTHY TEETH AND GUMS - IN SPITE OF YOUR DENTIST - PART I	Dr.Robert O. Nara, D.D.S.
	March	Vol.9 No.2	PSYCHOSOMATIC DIMENSIONS OF CANCER THERAPY-Pt.II	Dr.Bernard Greenwood, B.Sc.,Ph.D.,MBBS,M
	Jan/Feb	Vol.9 No.1	PSYCHOSOMATIC DIMENSIONS OF CANCER THERAPY-Pt.I	Dr.Bernard Greenwood, B.Sc.,Ph.D.,MBBS,M
1986	December	Vol.7 No.12	IMPROVE YOUR HEALTH - AND IMPROVE YOUR VISION	Leslie H. Salov, M.D.
	November	Vol.7 No.11	INDIVIDUALIZATION OF CANCER THERAPY	Barbara Huntington
	October	Vol.7 No.10	FREEDOM OF CHOICE IN HEALTH CARE	Ron Dugas
	September	Vol.7 No.9	OBSTACLES TO HEALING	Dr. Leo Roy, M.D.,N.D.
		Vol.7 No.8	missing	
	July/Aug.	Vol.7 No.7	DR.D.BRANIGAN, M.D. SPEAKING AT TOTAL HEALTH 86 - Pt.II	Dr. D. Branigan, M.D.
	June	Vol.7 No.6	missing	
	May	Vol.7 No.5	missing	
	April	Vol.7 No.4	VITAMINS AND MINERALS	David Rowland, Ph.D.
	March	Vol.7 No.3	missing	
	February	Vol.7 No.2	THE RELATIONSHIP OF DIET AND ANTI-SOCIAL BEHAVIOUR	Barbara Reid
	January	Vol.7 No.1	DEPRESSION, STRESS AND NERVES	Dr.Jan de Vries, Dr.H.Med.,Ph.D.,D.Ac.,D.O.,N
1985	December	Vol.6 No.11	QUICKSILVER IN YOUR TEETH	Dr.Victor Penzer, D.M.D.
	November	Vol.6 No.10	LATEST DEFECTS IN MODERN MEDICINE	Robert Mendelsohn, M.D.

	Vol.6 No.9	missing	
October	Vol.6 No.8	HOW TO BE HEALTHY	William Ellis, D.O.
July	Vol.6 No.7	DR.LENDON SMITH,M.D.,THE CHILDREN'S DOCTOR	Dr.Lendon Smith, M.D.
June	Vol.6 No.7	CATARACTS	Dr.Alex Duarte
May		missing	
April		missing	
March	Vol.6 No.4	NUTRITION AND THE FOOD INDUSTRY	Paul Stitt, M.Sc.
		missing	

From: Donna Crinklaw Wiancko
Sent: Thursday, March 21, 2019 4:44 PM
To: SPPC <sppc@london.ca>
Cc: Paul Wiancko; Donna Crinklaw Wiancko
Subject: [EXTERNAL] Response to the Draft List of Potential Public Transit Infrastructure Stream - meeting March 20, 2019

To: Members of the Committee regarding decisions about Transit Infrastructure

My husband and I attended the public meeting at Centennial Hall on March 21, 2019 from 3:00 to 6:30 p.m. and listened to the speakers, many of whom were supportive of the intent or concept of the full proposal for the BRT projects from east/west and north/south.

**I strongly support the completion of the underpass on Adelaide Street. It has been discussed for so long and in fact three years ago I had thought it was "a go" and construction would start soon. The pictures and drawings I learned were only teasers and no environmental assessment and land attainment seemed to have been done. This project is critical to enhance north/south traffic flow.

**I support the extension of a bus line to the airport. I have looked into this a few times over the years; when I returned from living in the Toronto area, I was surprised even 15-20 years ago that London had no regular bus service there.

**I support bus service in the outlying London lands of "lovely" Lambeth, as it was known in the past, and around its new community centre. I have known people from Lambeth who claim that they received nothing from London with annexation and, I guess, bus service fits the bill. I support also the need for businesses in the periphery to receive bus service since workers are so dependent on transportation to these areas. I assisted a person with a job interview who lived in north London but in the end was not able to take the position in the south-east end by the 401 since he had no car and on his hourly pay scale he would not be able to finance a vehicle. This occurred a few years ago. We need to make peripheral accessibility a focus in our transit plans and have early hours built into the schedule. Perhaps a ring road bus service in the periphery could be viable? What are the ideas that Transit has? Do share.

*I support the BRT but not the North Connection as set out. (See comments below with my concerns). I feel a different route is necessary and as one speaker mentioned perhaps along Wharncliffe Road is more appropriate to meet service needs. More information is needed.

History: I grew up in London and lived here during the discussions of the "ring road" and the fallout from this when not delivered. I left London and returned 20 years later. Members of my family had been in the agricultural section for years and even for them it was inconceivable that the ring road was not completed since they could see the advantages to a growing city and the movement of people at that time - both within and outside the city. It was a mistake and something that cannot be undone but is part of the history of London and not forgotten.

Lack of Confidence and Trust: As a preface to my remarks, I must say that I do not have a great deal of confidence and trust in those who are putting forth the plans for this project. I am not inspired. Much of what has happened in London over the years in planning does not engender this confidence. I recognize that at every council meeting it seems that City Staff are given much positive feedback on their work, which I find to be patronizing, and is done for the benefit of the city residents who are listening to the meetings or reading it in the newspaper. I am not sure that this is always justified. I find the outcomes from the planning and completion of the work are at times questionable and may reflect what we get in the future. Planning philosophies/strategies change and we are at the whim of the trend of the times and what is thought best at the time.

One simple example was mentioned by a few people at the meeting. The unpredictable bottle neck, on Richmond Street North, west side, south of the river/bridge and the curve and south of Windermere Road, is one good example of why I have minimal faith in planning in our City. This is not an old project and is reflective of "our times" more or less here-and-now. Indeed, in my view it does not take a great deal of insight or foresight to recognize the potential issues of the road configuration, sidewalk allowance and no "cut in" for delivery vans, mail trucks, cabs, etc. If this is an example of what we can expect in the BRT next planning stages, then I have no confidence in what we are being told, outcomes, drawings, etc. and how wonderful it will be. This Richmond Street example is very poor planning for the movement of people/cars, and, who knows why? It was thought of as good planning or is it possibly related to the developer's pressures on whomever and meeting the developer's needs or else the building will not be built?

It was interesting yesterday to hear the "veiled threat" that seemingly was given by LDI that developers had already paid development fees and would not do so again... and *just remember that! (so* we were told by the speaker). I do not believe I misinterpreted this and although what was said may be true, it was somewhat troubling I felt as presented in this venue.

I am not sure what will inspire my confidence in the planning process and outcomes. I have a fear that many of "your knowns" are our "unknowns" and when we learn of these details it will be after the fact and we are left in the same situation as on Richmond Street at the apartments or with "new" bus routes. Thus I am hesitant about supporting the projects and *yet know something must be done for our transit situation.*

Safe Turns: There was a mention of "safe turns" as a means of crossing over the street and transit lanes for left turns and into businesses. Recently we were in New Orleans and the centre of the main streets where the trolley runs is called "neutral" ground and left turns are made in a fashion you described in the presentation. I had noted when in New Orleans the number of cars with large dents in the doors and sides – most likely due to "safe turns" and others not giving way in heavy traffic for the driver to make the U-turn. Co-incidental?...I think not. Just an anecdotal comment. London is not known for "good/courteous drivers" who let others in or ahead. It would be good to know of statistics from other communities with a similar construction for transit and turns. You probably have the facts, please share the good and the bad. We need to be prepared, even if we can do nothing about it.

Masonville Hub/Commercial Area: I am concerned about the parking availability for commuters at the Masonville Hub. What are your plans? Where are people to park? Will a parking garage be built? We have not been told of this and yet I am sure planners have considered this, and if not, it is reflective of our planners. I will give them the benefit of the doubt and think it has been considered but "kept under-wraps". Indeed, Masonville will not want the parking spaces occupied by riders unless the riders pay daily for this as well...say $5.00 per day or $10.00 per day or more, along with the transit fare? Have you these facts but are not sharing then with the public? Not everyone will want to take a "branch" or "feeder" bus to the BRT if coming from out of the city or even from the west or east. How will you sell this unknown? Be upfront and honest with the citizens. *Maybe I have missed something, and if I have, let me know your plans.*

As your planners will know, I suspect, in Toronto at Yorkdale Shopping Centre and Scarborough Town Centre the shopping parking lots are closed until after the rush hour - nearer 0930 or 1000 even on week-ends so commuters cannot park there early for the day. Around GoTrain stations (familiar with the Toronto east side to Peterborough) there are newly built parking garages for pay. Is this the plan? Do share.

There does not seem to be land around Masonville for parking of cars since the closest land parcel will now turn into a condominium north of the Richmond/Fanshawe corner. Is there other land for this purpose? What is your solution? I am sure you have ideas, but will not share and we (I) need to know in order to feel more comfortable with your plans for our future and give us confidence. Give us a potential vision and do not hide the costs which we, as users, will need to know and pay i.e. parking first to ride.

People in cars are driving into London, "clogging" our roads from Arva, Birr, Lucan and north and continue along Richmond Street southbound to work, restaurants, entertainment. Do we not want these people to park and use transit? Certainly we do, but I see no plans being addressed outwardly for where they could park. This transit system is not just for Londoners to decrease traffic but also for those who come into London and use the services, work here and leave. Let us hear more about the north end plans at the Masonville Hub and stop being told we are "the privileged". Indeed I would give the proposed bus travelling north of Oxford on residential Colborne to the people in Lambeth where no access is available it seems, and we in the north end have buses - noisy (listen to the airbrakes) and engine start-ups and slow downs, and dust all around on more residential streets potentially, not far from the buses running on the main arteries.

Make it appealing & needing information: In addition, the "sales/marketing job" for this system tends to focus on the economics for the "working class", the working mother or university/college student as many stated and, in fact, came across as self-serving at the meeting. This is not going to increase ridership, which will be needed, if students opt out! Somehow we need to see this system as attractive, exciting and even appealing and not just as a system for those with less finances or a pension. For me, not only the number of times the bus passes a stop is somewhat of a selling factor (more importantly it will there when expected), but also its comfort, its safeness, its cleanliness and freshness are helpful and not the start-stop jerkiness and "almost" falls in the aisles. At one point in my life it was fun to ride a bus

and I did so from Grade 5 onwards, but now the image is old/dull, smelly, bumpy, confining and awkward. I took a bus to my work setting on occasion in London but I needed to be there by 0620-0630 and the bus could not accommodate me so I ended up driving 95% of the time. Buses did not run in heavy snow storms too – caught by this x3 as cars drove by me as I waited for the bus on Richmond and Oxford and/or Colborne.

I fully support directing buses to the peripheries for people to be able to get to work on time and even a few minutes before. In Toronto, for 10 years plus I rode the subway and enjoyed it for the most part. I lived in Thornhill and parked in the large parking lots at the "end of the subway - Finch". There was something different and exciting about it for me, but coming to London and riding the same "old" bus again is a "downer". Indeed, the necessity to stop for the trains at Richmond Street, south of Oxford, is a deterrent to the word "Rapid" and once again does not reflect the actuality for the future. Perhaps another north route needs to be considered to give more flexibility and rapidity to the system and to help sell this project.

The idea, as some did yesterday, that giving guilt trips to others because they use a car, is not a strategy which will win everyone to public transit. Do be careful with this. It is hard to reach a beach without a car or deal with an emergency immediately. It also creates a divide of the "haves" and "have nots" and a transit system should not be seen in this light if ridership is to increase. Cashmere sweaters and cotton/polyester knits need to mix on the BRT and transit system.

The pictures in the handout, although appealing, do not give me confidence about the vision of BRT because we know London does not look like that with wide open spaces and brightness and never will I suspect (i.e. as on page 11 – Central and Richmond will never look so bright and open with wide sidewalks). London has a tendency to be darkish and dull in colour. The pictures in the handout look more like a Markham, Ontario width-street with its wide east-west corridors and new construction abounding with the transit system. They are interesting photo-shopped pictures with bands of grey and red in London streets, and lots of "airiness" but not reflective of the true London landscape/streetscape. This could be a disappointing if what is finally built does not look like the photo-shopped pictures.

How will the feeder branches of the transit system connect with the BRT – where? any ideas? Once again I am sure there are ideas but these "knowns" seem not to be shared until the decision is made at the point for them to be activated and a feeder/branch bus turns up on a residential street and BRT is "blamed". This is why I am skeptical and lack a sense of trust in the outcomes although I know that BRT in some form is critical to the growth of London for the future. Make it more appealing.

Finally: In my view, London is not particularly attractive or "pretty" in general – others may disagree, but many of its distinctive streetscapes, the ambience created and atmosphere have changed and for the most part it is now not notable. The core and along some streets (core and periphery) are, in fact, ugly in some places, but there are some attractive taller, newer buildings, heritage homes/apartments and office buildings, and residential streetscapes, and a few open spaces which add to the character of the city but could be eventually altered as the transit planners and planners decide their fate and our futures over the many years, no matter. Not only do we need a vision for increased density and intensity (as is now the mantra voiced by so many) but also a vision of "pretty" landscapes/streetscapes being integrated and fitting in with each other. I realize we have the London Plan. We need our setting to be memorable for the good, not the bad. How will the BRT enhance this? How will it create an integrated and memorable environment which fits into the character of the city which is desired i.e. not ugly, but inviting? Why is Wortley Road so inviting versus Richmond Row (Oxford/Richmond) which seems to have fallen on hard times even with all its daily traffic? I recall when it was active and thriving even with a bakery and not just an access to somewhere else. BRT is not the solution to this area if increased business is anticipated – even the banks have left as they saw no future in dealing directly with people in the area. We seem to have lost character and are turning into a mishmash of whatever works for whomever and wherever. Can BRT be an element to support an integrated city setting and be enticing or is it just an electric bus running down the centre or sides of a road delivering people to destinations.

Indeed, we need better and reliable transit, as in BRT, for the future and for the people who will be living here, but it needs to be an enhancement to the character of the city and how it is developed within the vision - making London not only attractive but also functional. We need to be connected easily to the bus terminal, to the train station and to the airport and not expect people to "high-tail" it along city blocks with luggage and computers in the cold, wind, rain, snow or intense heat. Let us look at flow and how we can enable people to have a better quality of life based on planning and the vision of others now. One speaker yesterday suggested: be honest, be critical in your analysis and let us be able to trust you. I suggest you be open, listen to the people, provide more details and give us a reason for us to have confidence in your work and a sense of trust so that the outcomes will be positive and not a

surprise. Then we will support it. "Trust us" is not good enough. Is there any chance that this will exceed our expectations?
Sincerely,
Donna Crinklaw Wiancko

Sent from Mail for Windows 10

Deb Rosebrugh 519-681-3077
11 Clara Cres. LONDON

More than ten years of planning and $10 M have been spent already on the BRT plan. This will be wasted if this Council does not move forward with the whole BRT plan.

BRT staff held many public information and consultation meetings over the past few years. At these meetings they explained in great detail how the BRT plan would work and how it would be paid for. They also highlighted the infrastructure work that would be done with government funding. The public was given the opportunity to provide valuable input at those meetings. With all of the work and money that have already been spent, it would be foolhardy of this Council to discard the BRT dream in order to adopt other projects that have been put

When I was involved in Union political life, I sometimes took a stand on issues & upon getting further information I sometimes changed my mind. Councillors, you are allowed to change your stand on BRT

forward in the past two weeks. Those additional projects can be completed in future years.

The City of London cannot move forward if every new Council undoes projects which previous Councils have approved. A Projects like BRT cannot be completed in a four year period of time and unfortunately is dependent on this Council to move it forward. London has a history of failed transit solutions. Many of us rue the failure of past Councils to build a ring road to facilitate north/south travel.

BRT, as proposed by the past Council is London's chance to to join other progressive cities in moving into the future. I encourage this Council to approve the entire BRT plan.

Potential Public Transit Infrastructure Stream (PTIS) Transportation Projects

COMMENT SHEET

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The following information is required.

Name: Don Murray

Address: 337 Southcrest Dr., London

Comments: I have followed the RFP issue from the outset, attending public meetings and filling out comment forms. I ride LTC 40 x / month. Tonight's meeting attendance proves how much the public is involved and interested in BRT.

However, despite all the facts, figures, re-design etc. My basic nuts and bolts concern still remain. BRT will ruin Richmond St. - an historic and prestigious aspect of London's image - one lane for cars north & south is ridiculous. No u-turns, no left turns etc. It's the small things that will plague the public, despite all the flashy talk of infilling & economic development. As an LTC rider I know what transit means at ground level & I don't think the planners & politicians do.

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The following information is required.

Name: Matthew Chasmar

Address: 849 Western Road, London, On, N6G 1H3

Comments: As a student currently studying here in London, I'd like to express my support for the BRT plan as a whole. As it stands today, London is quite difficult to get around w/o a car, and even drivers find themselves frequently stuck in traffic. BRT offers London the opportunity to fix this issue with a ~~greate~~ higher-capacity, more efficient transit system. BRT will allow students (and indeed many Londoners more broadly) to travel around the city more easily. From this, the economic and social benefits to our city will flow. BRT will make it easier for people to go downtown, visit shops, restaurants and events, and do whatever else they may like. This won't only help those businesses - it will lead to a more livable, vibrant city. The other speakers here today have highlighted how BRT is crucial in placing London for the future. Thus, I urge council to choose a better London and choose to support BRT.

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The following information is required.

Name: Diem Nguyen

Address: 1349 Western Road, N6G 1H3

Comments: ~~Former~~ Spending my life in Toronto, I see what good transit can do for a person. I found (my parents never owned a car) that I never needed to use a car, even though I lived in a suburb of Toronto due to rapid & accessible transit system. When I came to London to study, I have never had to use more ~~than~~ Ubers in my life, due to the infrequency & outright lack of transit in general. I was also shocked how bad traffic was on Richmond & around the University. London, a city of less than 400,000 people, has more traffic at times than the City of Toronto. We don't need half measures, we need major, long term thinking & investment. If we don't going to build the entire BRT, at least the north connection. Good transit investment is the only way ~~to~~ for London to grow.

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The following information is required.

Name: Michael Borrie

Address: 150 Parks Edge Cres. London. borrie@sympatico.ca

Comments: ① I and my family support BRT. 2 of my 3 daughters don't have a need a car. They use LTC buses & Uber on occasion.

② I would like to be able to bus from Westmount to Parkwood/Victoria Hospital. However the present routes and frequency of buses don't make this practical. I would like to use my car less.

③ Vancouver has rapid buses from downtown to UBC with limited number of stops. Could there be a rapid bus route from Byron along Commissioners to Pond Mills with more frequent trips at change of staff for Victoria hospital & Parkwood hospital at 7am 3pm-4pm 7pm.

④ I am greatly concerned about the environment and a transit plan for our city that reduces our carbon foot print to the maximum extent possible is essential to just begin to address climate change

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The following information is required.

Name: BARRY TROWER

Address: 312 CROMWELL ST.

Comments: I AND MY FAMILY ARE TOTALLY SUPPORTIVE OF B.R.T & HOPE THAT CITY COUNCIL WILL SUPPORT THE LONDON PLAN & B.R.T. IN ITS ENTIRETY! WE BELIEVE THIS IS IN THE INTEREST OF ALL LONDONERS & HOPE THE CITY WILL SHOW SOME VISION & SUPPORT B.R.T.!

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Improve transit to south of the 401 Please.

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The following information is required.

Name: Mary Lake Collins

Address: 1603 Richmond St. London, Ont N6G 2M9

Comments: 1) I agree with all the transit suportive projects but would like to add BUS BAYS as an inexpensive way to greatly improve transit

2) Intelligent traffic signals & on board information screens are great additions but BUS STOP information screens would also be a great improvement.

3) I am very much against the changes required for the North Connection which would destroy what is one of Londons loveliest & historic streets. Richmond has always provided a beautiful entrance to our city & has a wonderful sense of place. Please do not turn this into another Wellington Rd S. which could be a street in any city in North America. The widening required would ruin the most beautiful & historic part from Oxford to the University Gate. & the widening in front of my home, which celebrates its 176th birthday this year would turn the street from Western Road to Fanshawe into a mini 401. Many huge historic 160 year old evergreens would also be destroyed. Please do not widen Richmond at all.

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The following information is required.

Name: WAYNE GIBSON

Address: HIGHBURY 1515

Comments: ① Who goes downtown? We have adequate malls on the north, west, east & south

② Can our bus system now serve in the future vs affordable cost of BRT

③ The $370,000,000 is our money or is borrowed money to be paid by the next generation.

④ What would it cost to maintain the BRT? Who would pay ???

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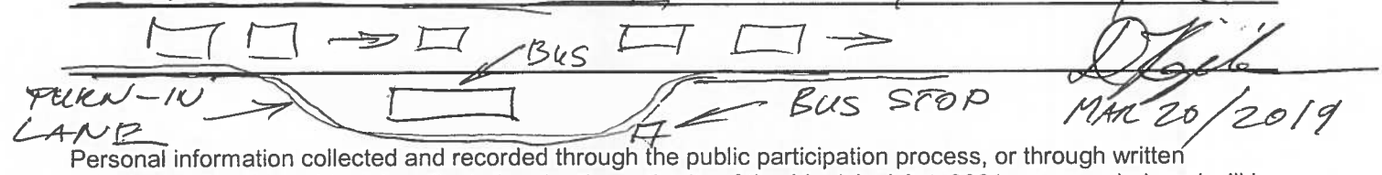
The following information is required.

Name: DUSKO ANTONIO KEZELE

Address: 115 MEADOWOAK CRES, LONDON, N6H 5E8

Comments: I AGREE WITH THE UPGRADES, HOWEVER I WOULD HIGHLY RECOMMEND THAT IN AREAS OUTSIDE OF DOWNTOWN + ON MAJOR ~~RD~~ ROUTES, DEDICATED BUS TURN-OFF/TURN-IN LANES BE INCLUDED AT ALL BUS STOPS. THIS WOULD AVOID BUSES IMPEDING REGULAR TRAFFIC FLOW. THIS ALONE WOULD IMPROVE THE TRANSIT EXPERIENCE FOR ALL PEOPLE IN THE CITY. *** PLEASE INCLUDE TURN-OFF LANES AT ALL BUS STOPS *** & CARS. TRAFFIC FLOW THANK YOU!!



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The following information is required.

Name: ALASDAIR ROSIE

Address: 180 NORTH CENTRE RD LONDON

Comments: THANK YOU FOR ALL YOUR TIME, EFFORT IN GUIDING LONDON INTO THE NEAR FUTURE

AS YOU ARE AWARE 230 NORTH CENTRE RD WAS CHANGED FROM MEDIUM TO HIGH DENSITY BY VARIOUS CITY HALL UNITS, PASSED ON THE APPROVAL OF BRT AND TRANSIT VILLAGES NOT YET APPROVED!

THIS HAS AN AFFECT ON OUR LOVE TO LIVE HERE NEIGHBOURHOOD. THIS CREATES A NEGATIVE EFFECT ON YOUR PROCESS

YES WE DO NEED MAJOR STRUCTURE

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The following information is required.

Name: SHEILA ROBSON

Address: 424 DUFFERIN AVE. LONDON

Comments: YES RAPID TRANSPORT VITAL IS THE ANSWER
INFORMATION IS KEY
SPENDING FOR VISION FOR CITY
IN FUTURE BUT IT SHOULD
NOT BE THE MAIN REASON
YES TRAFFIC LIGHTS

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~~MINIMUM COST~~
OTTAWA

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The following information is required.

Name: TOM ALBRECHT.

Address: 1006 WATERLOO ST.

Comments: IF THE C.O.L. INSISTS ON SPENDING $500 M IN ORDER TO SECURE $ 375 M IN SENIOR GOVT. FUNDING, THEN I SUGGEST THE FOLLOWING BUDGET ALLOCATION:

- ITEMS 1-3 PROCEED
- ITEMS 5-9 PROCEED
- ITEM #4 (NORTH CONNECTION) BE MODIFIED SO THAT THERE IS NO DEDICATED BUS LANE: INSTEAD, THE EXISTING 4 LANES REMAIN AS MIXED AUTO/BUS TRAFFIC WITH SMART LIGHTS (#6), RESTRICTED LEFT TURNS AT MAJOR INTERSECTIONS WITH LEFT TURN LANES, AND BUS LAY-BY BAYS AT ALL BUS STOPS @ CURBSIDE.
- THIS TOTALS $ 412 M PLUS ROAD UPGRADES (± $ 20M)
- THIS LEAVES APPROX. $ 70M TO SELECT THE HIGHEST PRIORITY ITEMS # 10-19, WHILE CONSTRUCTING THE BULK OF THE BRT AND KEEPING A FUNCTIONAL RICHMOND ST.

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The following information is required.

Name: Robert EAMAN

Address: Apt. 15-B; 59 Ridout Street South

Comments: - points which resonate as of 6pm tonight.

- support intelligent traffic systems
- improve traffic flow - ↑ traffic circles
- improve LTC service to as many areas as possible - expansion buses
  → - improve London Transit Commission
- sincere concerns - please take the time to develop a really good, sustainable (financially) London transit system.
- BRT plan, especially North Rte/Connection, is unworkable
- construction & operating costs - be realistic, honest, critical in evaluation of current proposals and future planning.
- please don't remove or reduce current lanes available for autos
  → current drivers will continue to drive cars.
- truthfully, many younger people and future seniors will rely on public transit.

⇒ ~~sincere best wishes as you work diligently to improve transit~~ and transportation in London. Thank you. Robert Eaman

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The following information is required.

Name: MIKE LUCAS

Address: 417 BAKER ST. N6C1X8

Comments: EVEN WITH 26¢ ON THE DOLLAR THE COST OF THE NORTH, SOUTH EAST AND WESTERN BRT CORRIDORS IS STAGGERING. THIS SOCIETY IS ALREADY BURDENED WITH SEVERE BANK DEBT IN ALL LEVELS OF GOVERNMENT AND THE AVERAGE CANADIAN CARRIES 10 THOUSAND DOLLARS IN CREDIT CARD DEBT (CBC QUOTE) YET THIS CITY CONTINUES TO SPEND "BORROWED" MONEY. INFRASTRUCTURE AND CITY SERVICES NEED TO BE MAINTAINED. THE BRT IS AN EXPENSE THAT DOES NOT NEED TO BE STARTED. I WOULD SUGGEST THE ADELAIDE UNDER PASS AS A WISER MOVE THE TRAINS CONTINUE TO BE A TRAFFIC JAM UP AND ANYTHING WE CAN DO TO REMEDY THIS WOULD HELP. I ALSO AM AGAINST

Personal information collected and recorded through the public participation process, or through written submissions on this subject, is collected under the authority of the *Municipal Act, 2001*, as amended, and will be used by Members of Council and City of London staff in their consideration of the matter. The written submissions, including names and contact information and the associated reports arising from the public participation process, will be made available to the public, including publishing on the City's website. Video recordings of the Committee meeting may also be posted to the City of London's website. Questions about this collection should be referred to Cathy Saunders, City Clerk, 519-661-2489 ext. 4937.

THE USE OF VIDEO SURVEILLANCE SYSTEMS AT TRAFFIC INTERSECTIONS.

Potential Public Transit Infrastructure Stream (PTIS) Transportation Projects

COMMENT SHEET

Written submissions may also be submitted at this public participation meeting if you do not wish to make an oral presentation. These submissions will form a part of the public record.

The following information is required.

Name: David & Marilyn Beach

Address: 21 - 2081 Hillbrook Dr N5X 3A4

Comments: (1) Too much money being spent on downtown loop. K.I.S. KEEP IT SIMPLE!

(2) Roads such as Windermere should have continuous cycle lane full length of road

(3) Cycling lanes need to be maintained, cleaned free of debris and shrapnell from vehicle collisions. This includes all bridge decks. Look at Clark road bridge deck → it is a mess!

4 North Connection route: No left turns permitted except in ~~designated~~ dedicated turn lanes. Centre lane for vehicles curb lanes for buses. HOWEVER! What happens when there is a vehicle breakdown? lanes are now blocked: NEXT PAGE

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D C Beach
Phillbrook Dr.

at apartment buildings (NEW) just south of the Thames river Delivery vehicles frequently stopped in curb lane slowing traffic. Richmond street cannot currently handle existing traffic. Dedicated bus lane there will not work unless road is widened. Where will cycling lanes be?

How do people connect with rapid bus service who are several kms. away?

Most avid cyclists also prefer cycling lanes to be part of paved roadway allowance instead of being next to sidewalks. sidewalk cycling lanes are slow and pedestrians often block the path.

Roads need to be maintained in a much higher standard than currently.
Waterloo Road has damaged my bike several times and has been costly! - Take a different road? Same conditions.

D C Beach
Hillbrook Dr.

I would rather see continuous bus service from the north of city limits to the south of 401 as well as service full east to west OXFORD Street is great road for an east west route. Wonderland road great road for north south route. build on from there!

D C Beach

P.S. I do not like the advertising covering the windows. - They limit visibility and in winter impossible to see out!

Also - more forward facing seats - I have a back injury and sitting sideways is painfull.

From: Richard Hammond
Sent: Thursday, March 21, 2019 8:57 AM
To: SPPC <sppc@london.ca>
Cc: Philip Squire <psquire@bellnet.ca>
Subject: [EXTERNAL] Transportation Project List - supported items with rationale

Further to yesterday's public meeting, I support the following items, based on their versatility and cost effectiveness.

Transit Projects ($59.3 million)

- Intelligent Traffic Signals
- Expansion Buses
- On-Board Information Screens
- Bus Stop Amenities

Transit Supportive Projects ($163.6 million)

- Street Connectivity Improvements
- New Sidewalks
- Adelaide Underpass Connections
- Active Transportation Improvements
- Dundas Place Connection
- Old East Village Improvements
- Oxford/Wharncliffe Improvements
- Cycling Connections to Downtown
- Cycling Connections to Transit
- Enhanced Bike Parking

I am concerned that any of the BRT options are essentially road widening projects that commit the City to outdated technology in an age of emerging mobility options. Based on the statistics provided, BRT offers few tangible benefits beyond those provided by the measures listed above in combination with the LTC's current initiatives. In particular, the 'North Connection' involves substantial disruption to Richmond Street, unpredictable delays at the CP Rail crossing, and undetermined implications from traveling through Western's campus.

Thank you.

Richard Hammond, *Principal*
BES BArch MERS OAA MRAIC LEED®AP(BD+C) GGP
rhammond@cornerstonearchitecture.ca
Cornerstone Architecture Incorporated
110-700 Richmond St London N6A 5C7
www.cornerstonearchitecture.ca

From: jj.looper jj.looper
Sent: Wednesday, March 20, 2019 5:09 PM
To: Kayabaga, Arielle <akayabaga@london.ca>
Subject: [EXTERNAL] BRT input meeting

I have just returned from the input meeting at Centennial Hall re BRT. I was greatly disappointed. I came hoping to express my views, ask a few questions, and discuss issues with council members or city staff. Instead, we were required to stand in a long lineup (which is impossible for me as I use a cane and cannot stand for over an hour!). Each person was asked to state his/her opinion, and no one was allowed to ask for clarification. I stayed for 90 minutes, then left without being able to give any input whatsoever!

I have carefully reviewed the project as outlined in the handout, and although some have great merit (improved bus stops, intelligent traffic lights, etc.) I am very much against others, such as designated lanes, especially with curbs, shelters on a median, and reduction of traffic lanes. Unfortunately, I do not see any future way of letting my views be known. I thought we had solved the problem by electing a mayor who held my views, but I don't think there are enough councillors to overrule the old plan!

Although they did say we could give our input on line, the email address was rattled off once; I was unable to get more than half. So I will hope that you will see these opinions are forwarded to the proper recipients.

Jackie Looper

520 Talbot St., London

Dear Committee,
I wish to register my opposition to the north leg of the BRT project proposals. As a logical alternative, I propose Wharncliffe Rd and Western Rd. Thank you for your consideration of these suggestions.

Why the Richmond North "Leg" doesn't make sense:

- For any rapid transit on Richmond Street, the issue of the train would first have to be dealt with;
- To deliver students to UWO, buses would have to travel over the campus bridge, which will have to be replaced;
- Richmond Street runs through the heart of London's prized "Old North" neighbourhood. To widen it as would be necessary for that leg of the BRT, would be to destroy the charm of the neighbourhood and effectively cut it in half. This is contrary to the City's goal of maintaining neighborhood character;
- Local utilities (i.e. Start.ca, Rogers, Bell, Hydro etc) have expressed concern about being able to stop along Richmond Street to provide service to customers should the BRT be installed on Richmond street because the curb lane will be dedicated to local bus service;
- Should the Richmond Street "north leg" route be selected by the City, traffic along the area streets (St. George; Wellington; Regent) will increase dramatically during the construction years;
    - These streets are currently quiet, neighbourhood streets where children play and walk to school. Safety would be a very real concern, potentially exposing the City;
    - Property values are currently high in this area. Area realtors have advised that the amount of increased expected would have a negative impact on property values of anywhere from 10% to 30%. This would result in a direct reduction in revenue for the City.

Ehy Wharncliffe/Western Road makes sense.

By stark contrast, Wharncliffe and the newly-widened Western Road are the logical location for the northern leg of the BRT.

- The train bridge improvement has been completed;
- Western Road has just been widened;
- Access to UWO would not require travel over the campus bridge;
- The route to Masonville Mall would actually be shortened, thereby providing better service to the LTC ridership; and
- Students would be delivered to campus without buses driving over the campus bridge.

Conflicts of Interest.
Finally, I am concerned that Mr. Helmer is employed by Kings University College. As such, I believe he is in a conflict of interest position. I understand that Mr. Turner, who is employed by UWO has been advised by the Integrity Commissioner that he has a conflict. The same would be the case for Mr. Helmer.

Cate Grainger | HARRISON PENSA LLP | 450 Talbot St., London, Ontario N6A 5J6 | *tel* 519-661-6751 | *fax* 519-667-3362 | cgrainger@harrisonpensa.com | Assistant: **Olivia Ash** | *tel* 519-850-5615 | *fax* 519-667-3362 | oash@harrisonpensa.com

From: Donald Creighton
Sent: Friday, March 22, 2019 3:37 PM
To: SPPC <sppc@london.ca>
Cc: Squire, Phil <psquire@london.ca>
Subject: [EXTERNAL] BRT Comments

Good Afternoon Committee Members:

I attended the public participation session at Centennial Hall on March 20th. Both sides of the debate offered important pros and cons towards the BRT.

I feel the priorities for the transportation projects should be -
1. Wellington Road Gateway/South Connection - not necessarily BRT - improved LTC service
2.East London Link - - not necessarily BRT - improved LTC service
3. West Connection - not necessarily BRT - improved LTC service
4. Intelligent Traffic Signals
5.Adelaide St Underpass

As I am a resident of Old North, my focus is on the North Connection to Western and Masonville which I feel should not be a priority and is not required.

The flaw for that entire stretch of the construction and service is, as Paul Cocker so accurately pointed out - The CP tracks. I work at the Selby building at Richmond and Pall Mall, so his comment that the average wait time for the trains is more in the range of 8-12 minutes rather than the reported 5 minutes. Maybe it drops to 5 minutes if you include overnight trains.

At BRT meetings, the consultants indicated that they would work with CP to get the trains adjusted out of the key rush hour times. That has never happened and won't happen now. And the trains will only get longer in the future.

As a side note, I just went and got a coffee at Black Walnut and parked out front on Richmond was a FedEx truck delivering to our building. This and all other sorts of deliveries stops in combination with a dedicated bus lane on Richmond Street is a recipe for disaster.

In addition, at previous public BRT meetings, the reports indicated that there will be minimal cut through traffic in the impacted neigbourhoods. That analysis doesn't jive with what LTC staff have indicated which is that cars try to avoid being behind buses so they take alternate routes. These alternate routes will be local residential streets in school districts.

As a parent of a current Western student and as an Alumni, my pattern was and is always closer to Western Road than Richmond Road. Rarely did I ever or do I ever spend my day near the Richmond Road entrance.

Why isn't the BRT being routed along Western Road? This road recently underwent extensive improvements and runs through the middle of the campus. It seems to make more sense.

Also, if the Richmond BRT portion is a go, why not take a page out of the Toronto transit plans and dedicate the outside lane to buses during rush hours and open it up to all traffic during non-peak times? This could leave Richmond wide open in the summer when school is out at Western.

It was also interesting to hear the comments from the speaker who lived in Lambeth questioning why all of the City's transit efforts seem to be focused on the north end of the City. Quite frankly our area is very well served by transit. Adding some express

buses Masonville/Western/Oxford/Downtown would speed things up and address the students concerns.

I feel that the City should be focusing its efforts on providing transit in the under served areas - the South, the East and the West ends of London. The solution may not necessarily be BRT and the construction of excessive infrastructure in the middle of the road but simply the provision of bus service.

The existing LTC service should also be reviewed. A number of speakers commented on problems with the existing service - buses showing up late or leaving before the posted times which left them stranded.

There seem to be a variety of transit options that could be adopted in the City without the need for the hugely costly BRT system which in my opinion has not been adequately justified. As was noted at the meeting, what happens if BRT is a flop? Are the taxpayers on the hook to remove all of the BRT associated infrastructure?

Thank you for your consideration.

Yours truly,

Don Creighton

From: Ken Owen
Sent: Friday, March 22, 2019 3:57 PM
To: SPPC <sppc@london.ca>
Cc: Squire, Phil <psquire@london.ca>; Aleix Adgira <aadgira@gmail.com>; damon@hardycriminallaw.com; Jackie Farquhar <jackiefar2@gmail.com>; JO ANN SWEENEY <sweeneyjoann2@gmail.com>; Judith Rodger <judith.rodger@start.ca>; Karen Macdonald <karenemacdonald@rogers.com>; Kevin Langs <Kevin@langsbus.com>; Mark Tovey <metamer@gmail.com>; MARTHA MURRAY <marthamurray@rogers.com>; paul cocker <paul@phc-advisors.com>
Subject: [EXTERNAL] PTIS Transportation Projects

Mayor, Members of the Committee.
The geographic boundaries of the St. George Grosvenor Neighbourhood Association (SSGNA) are Victoria Street to the north, Waterloo Street to the east, Oxford Street to the south and the Thames River to the west. Since the Association's inception in 1980 we have recognized the importance of contributing positively to appropriate and sustainable development within the City of London and its impact upon the fabric of our community.

Of the more than 600 properties within our boundaries we have a membership of 120 households and on behalf of the Association and its membership I thank you for the opportunity to provide input regarding the list of potential transit projects tabled at the Special Strategic Priorities and Policy Committee Meeting held March 20, 2019.

It is significant to note that none of the proposals put forward reference Bus Rapid Transit. BRT has always been a misnomer as the proposed system, either in its whole or segregated parts, could be considered anything but rapid.

SGGNA supports the implementation of efficient, innovative and reliable transportation systems and corridors that enhance the quality of life of all the citizens of London regardless of the mode of transportation they elect to use.

Having reviewed the projects it is clear that several of them may have merit. Improvements to conventional public transit, upgrades to bicycle and pedestrian infrastructure, installing intelligent traffic signals and intersection & streetscape improvements will all combine to improve mobility throughout the City.

Identifying and including five separate BRT segments may now allow you to step away from some of the more destructive elements the original BRT program.

While there may be justification for road widening, where feasible, along some of these corridors to introduce dedicated bus lanes it is not a viable option where widening has been deemed impractiable. It would be far more effective to introduce curbside lanes throughout all transit corridors that are restricted to public transit and high occupancy vehicles during peak hours and open to all traffic outside peak hours. Where existing road allowances constrain the introduction of turning lanes peak hour traffic turns would be restricted during these times.

Infrastructure investment must be made in systems that are flexible in accommodating new and evolving transportation technologies without incurring major investments to remove or modify them in the future.

On a final note, constructing and maintaining transportation routes through privately owned lands, such as the Western University campus, should not be undertaken without a clear understanding of the required capital investment as well as the future operational costs and agreed to in the form of a written contract between the public transit operator and the property owner.

I do not believe such an understanding and contractual agreement has been reached with WU and all efforts to implement an enhanced transportation system through this property should be put on hold immediately and alternative public transit routes identified and put forward for consideration.

Ken Owen
On behalf of St. George Grosvenor Neighbourhood Association

From: Didi Pinto
Sent: Saturday, March 23, 2019 1:40 AM
To: SPPC <sppc@london.ca>
Cc: City of London, Mayor <mayor@london.ca>; van Holst, Michael <mvanholst@london.ca>; Lewis, Shawn <slewis@london.ca>; Salih, Mo Mohamed <msalih@london.ca>; Helmer, Jesse <jhelmer@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; Squire, Phil <psquire@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Turner, Stephen <sturner@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Kayabaga, Arielle <akayabaga@london.ca>; Hillier, Steven <shillier@london.ca>; Kayabaga, Arielle <akayabaga@london.ca>
Subject: [EXTERNAL] Transit Input from London's Top Uber Driver

Dear City Councillors and Mayor of London,

My name is Deirdre Pinto ("Didi"). Some of you know me as "London's top-rated Uber driver" who was one of the Uber representatives during the time when our issue was highly controversial. BRT is another controversial transit-related issue. After attending and observing the PPM in its entirety this past Wednesday, I would like to offer my perspectives on transit issues in London.

After completing over 10,500 Uber rides, I have interacted with over 20,000 customers. Since Uber itself is a common topic of discussion, it has often led to hundreds of conversations about the bus system here in London. I would estimate that 90% of my customers are also bus takers, and that about half of them are Western University and Fanshawe College students without cars, and the other half are low-income London residents who cannot afford the expenses of owning a vehicle, making Uber, taxis, and buses essential services.The vast majority of students come from the GTA or other cities, and are accustomed to much better transit systems. While I do not mean to sound disrespectful, overall the general description from my customers is that they feel that the London bus system "sucks" (is the number 1 word used) and pales in comparison to other cities and needs major improvements.

Uber, taxis, buses, and cycling are used not as a luxury, but rather as an essential service. We cannot forget about the cyclists. With how the roads are right now, I would be terrified to ride a bike on London's roads. Cyclists need better roads for them. I am not an expert on that, so I'll leave that issue for them. All I know is that London needs to do better on that issue, because it puts people at risk everywhere across this city. Every second I drive, I have to be so careful that I don't get too close to a cyclist. I've had a lot of close calls between my car and cyclists. We all know who would suffer the injuries in the event of an accident. So let's remember the cyclists in all of the road planning and act on their expert firsthand recommendations.

Many years ago, I used to work as an Employment Counsellor and also worked in the immigration field as a Settlement Counsellor. It is statistically proven that labour force growth in Canada is dependent on immigration. Do we not want to be a city that attracts skilled immigrant workers and also young new graduates? These groups of people are often reliant on public transportation. Many people move to London because our housing prices are more affordable. I moved here for exactly that reason, but I have a car, so I did not think about transit as a factor in my decision.

From the many conversations I've had with my Uber customers, I know that highly skilled immigrants and recent graduates of Western University and Fanshawe College would be more likely to choose to move here and stay here if we could offer two primary things – affordable housing and reliable transit. I've had thousands of students in my car. They are fun, smart, thoughtful, innovative, environmentally-conscious, and forward-thinking. I want London to attract and RETAIN these students. Don't you want that too?

My understanding is that $500 million of provincial and federal funding has been granted to London, and that hundreds of thousands of dollars have been spent in researching and planning the BRT system, and that this is a component of the London Plan. My understandingfrom speaking to Councillors and others is that the majority of the roads that will be under construction would have to be under construction regardless, and that this use of funding dollars would essentially "kill two birds with one stone" so to speak. To spend so much time and money into planning this massive project only to kill it now would be in my opinion become analogous to the "ring road" failure.

I spent most of my upbringing in the Washington, D.C. / Northern Virginia area, and I understand firsthand how wonderfully efficient a "ring road" can be, as we have the 495

“Beltway” so that commuters can bypass the majority of traffic from the 95 and 66 Highways. It is my understanding that London’s City Council failed to go ahead with the Ring Road idea a long time ago, and now many people look back at it with a feeling of regret. It is apparently now too late to implement. I feel similarly regarding BRT -- I feel that it should have been started a long time ago, and that to fail to act now in fully going ahead with this project will be looked upon as a failure in future years.

This is the time to decide – is London a progressive, forward-thinking city, or are we going to say no to bold innovations that would improve the city that we love? I’ve lived 12 years in Washington, D.C., four years in Montreal, six years in Ottawa, and have visited Toronto and cities abroad such as London, England and Amsterdam, which have modern transit systems. London is growing – people like me are moving here for a variety of reasons. As someone who is driving on London’s roads at least 50 hours per week, I can see that the traffic and congestion is getting worse. With more students and other newcomers (both Canadian-born people and immigrants) coming to London, something has to be done now, or else the congestion will only keep getting worse. The time to act is NOW. No more delaying. Are we a city or not a city? If we are a forward-thinking city that is growing and developing, then we need to have a big city transit system. Period.

Back at the time when Uber was so highly controversial, we were the minority who supported Uber, but eventually City Council understood it is the way of the future and eventually embraced us. When it comes to BRT, I do NOT see the same numbers. At the PPM theother night, it was clear that it was split much more evenly, if anything more in favour of BRT than against. It’s time to step up and be a leader and do what is in the best interest of this city and for the people who rely on public transit.

Now, as a Ward 2 resident who supported and has great respect for Shawn as my Ward 2 Councillor, I agree with some of his concerns and understand that many people in our area feel left out of the BRT plan. We have some of the worst roads in London. We don’t have the basics, and we need better routes and connections, so those should be a priority as well. I also worked at Dr. Oetker for 6 months and The Original Cakerie for 1 year, and I understand firsthand the lack of buses in those industrial areas. Those jobs are good-paying jobs with benefits and they are constantly hiring and desperate for workers. Having no public transit besides cabs and Ubers makes it so difficult for those employers to hire the numbers of people they need. These areas are underserviced, regardless of BRT. Changes should have happened a long time ago in these areas.

Also, I’ve heard people say that the BRT doesn’t include certain areas. Well, how can it ever include certain areas if it never begins somewhere? I’ve lived in 3 major cities -- Montreal, Ottawa, and Washington, D.C. They did not build their transit systems overnight. It had to start somewhere, and then expand from there. It can’t always be about me, me, me, me. Are we residents of our Ward first? Or are we Londoners first? I am an Argyle Ward 2 resident who is a Londoner first. We need to start somewhere, and the time to start is NOW. WE as a city need to move forward.

I appreciate you taking the time to read my statement regarding transit in London and wish you good luck in making your decisions on Monday and Tuesday.

I wish you a wonderful weekend.

Regards,

Deirdre Pinto (aka “London’s top-rated Uber driver)

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

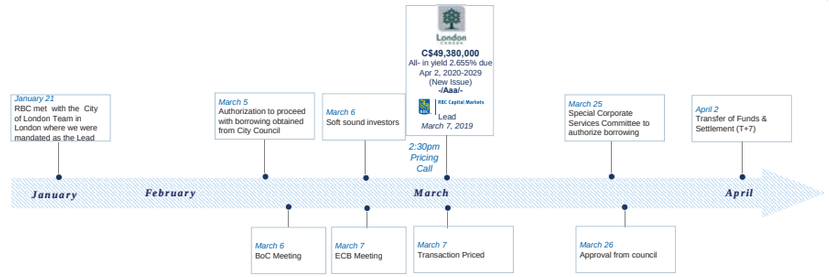
RBC Capital Markets

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

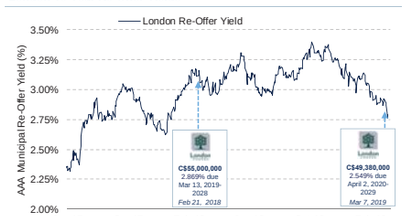
Term	Current	Q1/19	Q2/19	Q3/19	Q4/19	Q1/20
ON	1.75%	1.75%	1.75%	2.00%	2.25%	2.25%
5-Year GoC	1.63%	2.10%	2.30%	2.45%	2.50%	2.45%
10-Year GoC	1.74%	2.20%	2.40%	2.55%	2.60%	2.60%
30-Year GoC	2.04%	2.40%	2.55%	2.65%	2.70%	2.70%

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

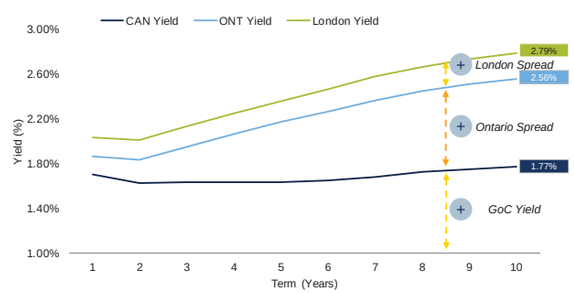
London 10-Year Re-Offer Yields



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,	GoC BENCHMARK	BENCHMARK YIELD	SPREAD	OFFERING YIELD	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)

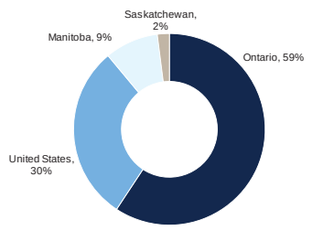
Year	Re-Offer Yield	All-In Yield
2019	**2.549%**	**2.655%**
2018	2.869%	2.976%
2017	2.375%	2.480%
2016	2.196%	2.301%
2015	1.765%	1.869%
2014	2.850%	2.957%

City of London Transaction Review

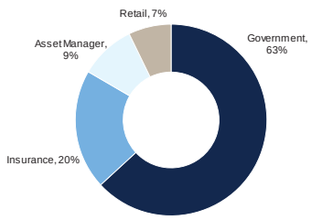
Distribution

- 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

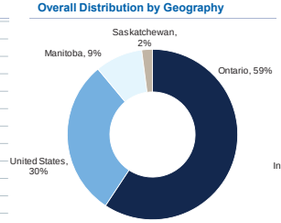
March 7, 2019

- 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%)

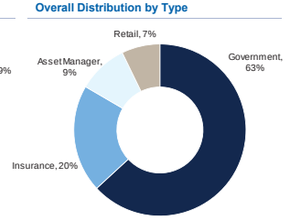
Summary Details

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

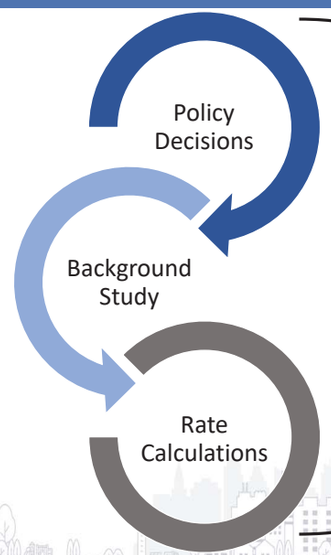
Strategic Priorities and Policy Committee

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

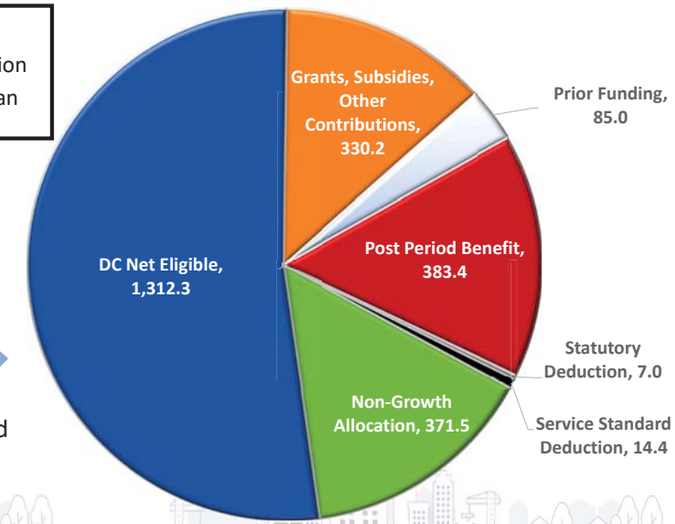
- 25 DC Stakeholder meetings
- 2019.5 GMIS Consultation
- Individual DC Stakeholder meetings
- DC Study Get Involved webpage
- DC Study Open House
- Public Participation Meeting

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

PUBLIC PARTICIPATION MEETING COMMENTS

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

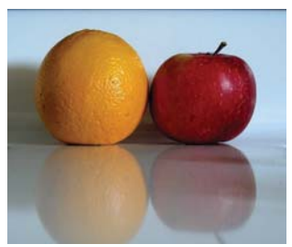
- S. Levin and A. Beaton, Urban League – presenting the attached presentation;
- M. Wallace and B. Veitch, London Development Institute – presenting the submission as included on the Added Agenda;
- D. Schmidt, Corlon Properties – presenting the attached submission specific to their development of the “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

March 24, 2019

The Mayor
and Members of Council

Re: Emergent Motion – London Medical Innovation and Commercialization Network

The staff report to the Investment and Economic Prosperity Committee, dated July 21, 2014 (see attached Appendix "A") lists several conditions that were to be applied prior to the release of the $10 million grant from the City of London towards the London Medical Innovation and Commercialization Network. Specifically, city monies were to be contingent upon Western University disbursing an immediate grant of $10 million, followed by an additional $10 million over 10 years.

Clause 2 on Page 4 of the above-noted staff report states:

> "2. That the grant will be repaid if it is not disbursed within five years; subject to the City receiving conformation in a form satisfactory to the City, that Western University has made the Western Funding commitment and that there is a commitment for Fed Dev funding."

Given the recent announcement regarding the withdrawal by Western University from the London Medical Innovation and Commercialization Network, it is imperative that the City respond to this announcement in a timely manner and I am therefore seeking support of the following motion seeking leave to bring forward an emergent motion:

> "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."

Should leave be given, I will be seeking support of the following emergent motion given that based on Western University's recent announcement, there is no possibility of Western University disbursing their previous agreed upon grant of $20 million and therefore the conditions 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:

> "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."

This action is fully in keep with the agreement signed between the City of London and the London Medical Innovation and Commercialization Network.

Respectfully submitted,

Maureen Cassidy,
Councillor, Ward 5

APPENDIX “A”

TO:	**CHAIR AND MEMBERS** **INVESTMENT AND ECONOMIC PROSPERITY COMMITTEE** **MEETING ON JULY 21, 2014**
FROM:	**MARTIN HAYWARD** **MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER**
SUBJECT:	**LONDON MEDICAL INNOVATION AND COMMERCIALIZATION NETWORK- GRANT AGREEMENT**

RECOMMENDATIONS

That, on the recommendation of the Managing Director, Corporate Services, Chief Financial Officer and City Treasurer, the following actions **BE TAKEN** with respect to the London Medical Innovation and Commercialization Network:

a) the attached proposed by-law (*Appendix A*) **BE INTRODUCED** at the Council meeting of July 29, 2014 to:

(i) authorize and approve a Grant Agreement (*Appendix B*) for the London Medical Innovation and Commercialization Network, attached as Schedule “A” to the by-law; and

(ii) authorize the Mayor and the City Clerk to executive the Agreement authorized and approved in a) i), above; and,

b) the financing for this project, in the amount of $10 million, **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix “C”.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. December 18, 2012: *A Path to Prosperity: Community Business Ideas to Stimulate our Economy*, Investment and Economic Prosperity Committee, Corporate Investments and Partnerships.
2. February 19, 2013: *Investment and Economic Prosperity Proposal Assessment Process Update # 2,* Investment and Economic Prosperity Committee, Corporate Investments and Partnerships.
3. April 29, 2013: *Investment and Economic Prosperity Project Updates,* Investment and Economic Prosperity Committee, Corporate Investments and Partnerships.

4. May 21, 2013: *Investment and Economic Prosperity Projects – Public Input,* Investment and Economic Prosperity Committee, Corporate Investments and Partnerships.

5. July 29, 2013: *London's Medical Innovation and Commercialization Network Vision.* Investment and Economic Prosperity Committee, Corporate Investments and Partnerships

6. October 15, 2013: *London's Medical Innovation and Commercialization Network – Update #1.* Investment and Economic Prosperity Committee, Corporate Investments and Partnerships.

BACKGROUND

Originating from proposals brought forth by St. Joseph's Health Care Foundation and London Health Sciences Foundation though the IEPC prosperity process, a potential medical research fund was presented in the December 18, 2012 "*A Path to Prosperity: Community Business Ideas to Stimulate our Economy"* report.

Through community engagement and consultation with experts in relevant fields, feedback was received and a unique opportunity evolved: London Medical Innovation and Commercialization Network (LMICN). This network would build on London's existing competitive advantages in musculoskeletal disease, biomedical devices and image based medicine.

The City of London's investment of $10 million will activate the network and result in the immediate leveraging of $10 million from Western University, and an additional commitment of $10 million over ten years.

The London Medical Innovation and Commercialization Network vision was presented to the Investment and Prosperity Committee (IEPC) on July 29, 2013, and was supported in principle by Municipal Council on July 30, 2013, subject to the preparation of a governance structure (*Appendix D: Council Resolution- July 30, 2013; Appendix E: LMICN Vision; Appendix F: LMICN Vision Presentation*).

Subsequently, on October 15, 2013, an update staff report presented the "London Medical Innovation and Commercialization Network Governing Council Terms of Reference" draft document, which was accordingly endorsed by Council on October 22, 2013. Staff were directed to undertake all the administrative acts that were necessary to develop applications for additional project funding (*Appendix G:* Council *Resolution- October 22, 2013*).

In accordance with the draft terms of reference for London Medical Innovation and Commercialization Network (LMICN), the mission and vision of LMICN were defined as follows:

> **Mission:**
> *"The Mission of the London Medical Innovation and Commercialization Network (LMIC Network) is to conduct leading edge research and innovation activities aimed at improving the health and well-being of local, national, and international communities. Simultaneously, through commercialization efforts, economic benefit will be realized for the LMIC Network stakeholders and Southwestern Ontario."*
>
> **Vision:**
> *"To be a leader in inter-disciplinary healthcare research, innovation, and commercialization."*
>
> (*Appendix H: LMICN Draft Terms of Reference*)

Furthermore, an update with respect to the London Medical Innovation and Commercialization Network Strategic Plan was presented to the IEPC Committee in March 2014, and was successively received by Municipal Council on April 1, 2014.

The LMIC Network Strategic Plan identified the following:

> London's leaders are seeking to expand upon the community's extensive health care strengths by establishing the LMIC Network as a cross-discipline, world-class enterprise that will initiate, validate, translate and commercialize medical research and discoveries into market-ready health care solutions that generate employment and investment, prosperity and civic pride.
>
> **The Game Plan:**
>
> 1. Converge London's medical research, clinical and commercialization strengths into a series of team-based Medical Innovation Centres.
> 2. Co-locate the Centres with industry and entrepreneurs into commercialization hubs called Pillars of Medical Research Excellence.
> 3. The first three Pillars, located at Western Discovery Park, are focused on:
>   I. Musculoskeletal and Brain Health
>   II. Medical Devices and Advanced Simulation
>   III. Bio-Medical Imaging
>
>   The Network will then seek to establish, in phases, a medical innovation centre to support each Pillar.
> 4. Augment existing research capacity with new Research Leaders to help build each Centre.
> 5. Embed within the Centres local and global industry leaders and utilize London's extensive cache of clinical testing and validation capabilities.
> 6. Secure initial investment to ignite the Network and establish the 1st Medical Innovation Centre.
> 7. Establish the necessary governance, coordinating, investment and support structure to deliver this Plan.
>
> **The Returns:**
>
> - Initiative currently valued at $124 million.
> - Nearly 550[1] new long term jobs in research, industry and early stage companies.
> - Estimated $56[2] million in value to local economy annually.
> - Estimated 140-percent[3] Return on Investment.
> - Nearly $60 million in indirect employment.
> - Medical advances from phase I alone could help 20 million Canadians and over 1 billion people worldwide suffering from MSK/Brain.
>
> **The Benefits:**
>
> - New and improved health care products/processes.
> - New local industry.
> - New entrepreneurs.
> - Sustainable employment.
> - Advanced medical toolsets.
> - Highly skilled workforce.
> - Internationally recognition.
> - Continued excellence in health care.

(*Appendix I: LMICN Strategic Plan Executive Summary; Appendix J: The LMICN Strategic Plan Presentation)*

In addition, at its session held on April 1, 2014, Municipal Council requested that the Contribution Agreement for the London Medical Innovation and Commercialization Network be presented to the IEPC Committee, in two or three weeks (*Appendix K: Council Resolution- April 1, 2014*). As

[1] The numbers were updated during the course of the FedDev application, it is now expected that the number of new long term jobs is 550 instead of the previously identified 400 jobs.

[2] Now expected to contribute an additional $56 million/year to the local economy, as compared to the previously estimated $40 million.

[3] ROI is now expected to reach 140-percent, as compared to the previously identified ROI of 60-percent.

a result of the above noted recommendation, Tom Corbett of Advocates LLP has been retained by the City to prepare the aforementioned agreement.

DISCUSSION

Agreement Development:

Tom Corbett of Advocates LLP, External Legal Counsel has been instrumental in the development of the form and content of the “London Medical Innovation and Commercialization Network” Grant Agreement.

Agreement Summary:

The Agreement is between The Corporation of the City of London (the “City”) and the London Health Sciences Foundation ("LHSF”) and St. Joseph’s Healthcare Foundation ("SJHCF").

The Recitals to the agreement describe the structure to provide the necessary accountability for the City while, at the same time, maintaining the necessary flexibility for the proponents of the LMICN to adjust the Strategic Plan to achieve its overall goals.

The agreement refers to three phases of the Strategic Plan. The grant will be required, by the agreement, to be applied to capital and equipment costs that are incurred over three phases. The agreement reflects the commitment of Western University to provide $10 million in funding to match the grant plus the commitment to provide an additional $10 million over 10 years for the purposes of attracting research leaders to achieve the goals of the Strategic Plan. The agreement also reflects the application for additional government funding of $20 million.

The agreement requires that any disbursement be made for a purpose consistent with achieving the Economic Benefits Metrics and that LMICN, LHSF and SJHCF provide the necessary information to the City to enable it to determine whether the Economics Benefits Metrics, as described in the agreement, have been achieved.

Also, in order to address the necessity of accountability for the grant and the assessment of the economic benefits to the City and future, the agreement provides for:

1. Payment of the $10 million grant to LHSF and SJHCF, in equal parts of $5 million to each. Both are restricted from releasing any portion of the grant without the consent of the City Treasurer. That consent will only be provided, in the sole discretion of the City, upon the satisfaction of specific conditions, including:

    a. The settlement of the governance structure to the satisfaction of the City such that there are clearly accountable persons or entities responsible for management of all funds and assets of the LMICN;

    b. Provision of a budget to the City outlining funding requirements of the LMICN and the sources of that funding, including confirmation that Western University has funded its commitment and that there is commitment for additional government funding;

    c. That any disbursement of the grant must be consistent with the Strategic Plan and achieving the Economic Benefits and will only be used for the purposes of acquisition, improvement or construction of capital property or equipment;

    d. That any disbursement shall only be made for a valid municipal purpose and will not be used to assist, directly or indirectly, any manufacturing business or commercial enterprise.

2. That the grant will be repaid if it is not disbursed within five years; subject to the City receiving confirmation, in a form satisfactory to the City, that Western University has made the Western Funding commitmment and that there is a commitment for the Fed Dev funding.

3. Annual reporting by LMICN, including obligations to supply additional information as requested by the City, for the purposes of assessing success in achieving the Economic Benefits.

The Grant Agreement, attached in Appendix B, stipulates the following:

- Western University, Lawson Health Research Institute, London Health Sciences Centre, St. Joseph's Health Care London, LHSF and SJHCF have created the London Medical Innovation & Commercialization Network, a collaborative and cooperative initiative among them, intended to materially advance innovation and industry in London's healthcare sector, (the preceding entities and this endeavour are referred to below as "LMICN").

- By resolution of Council of the City made July 30, 2013, Council resolved to support, in principle, the vision for LMICN. That vision included investing by way of grant the sum of $10.0 million from the City's Economic Development Reserve Fund for the LMICN (the "Grant"). The support was subject to the preparation of a governance structure for LMICN, which structure would include the structure to control financial activity and transactions associated with LMICN, including the disbursement of any grant from the City.

- By resolution of Council of the City made October 22, 2013, Council endorsed terms of reference for LMICN, including proposed governance, and directed City administration to undertake administrative acts to formalize the terms of reference and develop applications for additional project funding.

- This agreement is intended to describe the structure to control the financial activity associated with the Grant and to assist with the applications for additional project funding by reflecting the financial commitment of the City to the LMICN.

- LMICN has prepared a strategic plan, which has been reviewed by the City, describing its strategy to promote and fund the creation of a network that will initiate and commercialize medical research and discoveries into healthcare solutions that will generate economic development in London, including employment and investment (the "Strategic Plan"). The Strategic Plan envisages a cluster of three complementary medical innovation centres, intended to be developed at the Western Discovery Park at Western University (*Refer to Appendix I: LMICN Strategic Plan Executive Summary; Appendix J: LMICN Strategic Plan Presentation*).

- The Grant shall be applied to the capital and equipment costs associated with Phase 1, Phase 2 and Phase 3.

- The Grant will permit LMICN to secure the commitment of Western University for $10 million in funding to match the Grant and Western University shall commit to provide an additional $10.0 million over 10 years (collectively, the "Western Funding Commitment").

- Western has made an application to FedDev Ontario under its Southern Ontario Prosperity Initiatives Program for a grant of $20 million to assist in the creation of the physical and business infrastructure contemplated by Phase I of the Strategic Plan. It is anticipated that the Grant will assist the securing of the FedDev funding (the "FedDev funding").

- The City is given powers by the *Municipal Act, 2001* for the purpose of providing good government and, as part of good government, the City has jurisdiction to promote economic development.

- The Strategic Plan identifies potential economic benefits (the "Economic Benefits") of the LMICN to the City.

- The Strategic Plan also identifies benefits to residents of the City, including increasing the level of healthcare and improving patient care.

- The City intends to assess the Economic Benefits of the Grant through assessment of various indicators (the "Economic Benefits Metrics").

- Under section 107(1) of the *Municipal Act, 2001*, and subject to section 106 of the *Municipal Act, 2001*, the City may make a grant for any purpose that it considers to be in the interests of the City, provided such purpose is consistent with its mandate to provide good government.

- The City has determined that the Grant does not constitute a prohibited provision of assistance, either directly or indirectly, to any manufacturing business or other industrial or commercial enterprise, contrary to section 106 of the *Municipal Act, 2001* and that the Grant, and this agreement, do not involve a municipal capital facility within the meaning of section 110 of the *Municipal Act, 2001*.

(*Refer to 'Appendix B: Grant Agreement', for the full and complete agreement*)

Financial Implications:

The 2014 Council approved budget included a projected drawdown from the Economic Development Reserve Fund for the London Medical Innovation and Commercialization Network of $7 M, $2 M and $1 M in 2014 to 2016 respectively. The current grant agreement requires $10 M in 2014. This amount can be accommodated from the Economic Development Reserve Fund in 2014, with a projected balance of $4.2 million.

The City will pay the Grant of $10 million, in equal parts of $5 million to each of LHSF and SJHSF, in trust, not to be released to anyone, in whole or in part, without the consent in writing of the City Treasurer and Chief Financial Officer (the City CFO), or such other person as may be designated, in writing, by the City CFO for that specific purpose.

See **Appendix C** for the supporting Source of Financing.

CONCLUSION

The LMICN Strategic Plan is in a state of flux. Therefore, it is of considerable importance that, as every disbursement of the $10.0 million is made by the Foundations, from trust, that the disbursement be assessed for valid municipal purpose. The agreement is drafted to ensure that the administration has the ability to do that assessment before any disbursement by the Foundations.

PREPARED AND SUBMITTED BY:	**REVIEWED AND RECOMMENDED BY:**
CATHY DZIEDZIC **SPECIALIST, CORPORATE INVESTMENTS AND PARTNERSHIPS**	**MARTIN HAYWARD** **MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER**

cc:

Thomas Corbett, External Legal Counsel, Advocates LLP

Dan Ross, President and CEO, London Health Sciences Foundation

Michelle Campbell, President and CEO, St. Joseph's Health Care Foundation

Chris Boucher, Associate Vice President, Development, London Health Sciences Foundation

Laurel Hardgrove, Campaign Director, St. Joseph's Health Care Foundation

Dr. David Hill, Scientific Director, Lawson Health Research Institute

Dr. Michael Strong, Dean, Schulich School of Medicine and Dentistry, Western University

Alan Dunbar, Manager, Financial Planning & Policy

Appendices:

Appendix A: Proposed By-Law

Appendix B: Grant Agreement

Appendix C: Source of Financing

Appendix D: Council Resolution- July 30, 2013

Appendix E: LMICN Vision

Appendix F: LMICN Vision Presentation

Appendix G: Council Resolution- October 22, 2013

Appendix H: LMICN Draft Terms of Reference

Appendix I: LMICN Strategic Plan Executive Summary

Appendix J: LMICN Strategic Plan Presentation

Appendix K: Council Resolution- April 1, 2014

Appendix A: Proposed By-Law

Bill No.

2014

By-law No. A.-

A By-law to authorize and approve a 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 & Commercialization Network; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Municipal Council wishes to enter into an Agreement with The London Health Sciences Foundation and the St. Joseph's Healthcare Foundation as it relates to the granting of monies to assist in the establishment of the London Medical Innovation & Commercialization Network

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 The London Health Sciences Foundation and the St. Joseph's Healthcare Foundation for a grant towards the establishment of the London Medical Innovation & Commercialization Network, attached as Schedule "A" to this By-law, is hereby authorized and approved.

2. The Mayor and the City Clerk are hereby 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 July 29, 2014.

J. Baechler
Mayor

Catharine Saunders
City Clerk

First Reading - July 29, 2014
Second Reading - July 29, 2014
Third Reading - July 29, 2014

Appendix B: Grant Agreement

THIS AGREEMENT MADE AS OF THE DAY OF JULY, 2014

Between:

THE CORPORATION OF THE CITY OF LONDON (the "City")

and

THE LONDON HEALTH SCIENCES FOUNDATION ("LHSF")

and

ST. JOSEPH'S HEALTHCARE FOUNDATION ("SJHCF")

WHEREAS:

- Western University, Lawson Health Research Institute, London Health Sciences Centre, St. Joseph's Health Care London, LHSF and SJHCF have created the London Medical Innovation & Commercialization Network, a collaborative and cooperative initiative among them, intended to materially advance innovation and industry in London's healthcare sector, (the preceding entities and this endeavour are referred to below as "LMICN").

- By resolution of Council of the City made July 30, 2013, Council resolved to support, in principle, the vision for LMICN. That vision included investing by way of grant the sum of $10.0 million from the City's Economic Development Reserve Fund for the LMICN (the "Grant"). The support was subject to the preparation of a governance structure for LMICN, which structure would include the structure to control financial activity and transactions associated with LMICN, including the disbursement of any grant from the City.

- By resolution of Council of the City made October 22, 2013, Council endorsed terms of reference for LMICN, including proposed governance, and directed City administration to undertake administrative acts to formalize the terms of reference and develop applications for additional project funding.

- This agreement is intended to describe the structure to control the financial activity associated with the Grant and to assist with the applications for additional project funding by reflecting the financial commitment of the City to the LMICN.

- LMICN has prepared a strategic plan, which has been reviewed by the City, describing its strategy to promote and fund the creation of a network that will initiate and commercialize medical research and discoveries into healthcare solutions that will generate economic development in London, including employment and investment (the "Strategic Plan"). The Strategic Plan envisages a cluster of three complementary medical innovation centres, intended to be developed at the Western Discovery Park at Western University, as follows:

    a. "Phase 1": the Centre for Musculoskeletal and Brain Health, to be located in a two-story addition, of approximately 50,000 ft.², to the Stiller Centre at Western Discovery Park intended to accommodate the LMICN, the Fowler-Kennedy Sport Medicine Clinic and with space for industry partners and developing commercial enterprises associated with the LMICN strategic plan;

    b. "Phase 2": the Centre for Bio-Medical Devices and Advanced Simulation, to be located in Windermere Manor, a portion of which will be renovated for the purpose and in an addition to Windermere Manor, of approximately 30,000 ft.²; and

    c. "Phase 3": The Centre for Bio-Medical Imaging, to be located in a new building, of approximately 40,000 ft.², at Western Discovery Park.

- The Grant shall be applied to the capital and equipment costs associated with Phase 1, Phase 2 and Phase 3.

- The Grant will permit LMICN to secure the commitment of Western University for $10 million in funding to match the Grant and Western University shall commit to provide an additional $10.0 million over 10 years (collectively, the "Western Funding Commitment"), for the purposes of:

    a. Assisting in the attraction and/or retention of recognized research leaders and high quality research personnel who will be responsible for meeting the job creation, commercialization and other objectives outlined in the Strategic Plan. Such leaders and personnel may be designated as Chairs for recruitment and fundraising purposes; and

    b. Provide such leaders and personnel, over a reasonable and determined period of time, with the financial and human capital necessary to deliver their respective Strategic Plan objectives, and such further and other outcomes as may be reasonably identified in the recruitment and hiring process

- Western has made an application to FedDev Ontario under its Southern Ontario Prosperity Initiatives Program for a grant of $20 million to assist in the creation of the physical and business infrastructure contemplated by Phase I of the Strategic Plan. It is anticipated that the Grant will assist the securing of the FedDev funding (the "FedDev funding").

- The City is given powers by the *Municipal Act, 2001* for the purpose of providing good government and, as part of good government, the City has jurisdiction to promote economic development.

- The Strategic Plan identifies potential economic benefits (the "Economic Benefits") of the LMICN to the City that include:

    a. The creation of an estimated 550 full-time, sustainable jobs;

    b. Creation of an estimated annual economic impact of approximately $56.0 million in the City's economy associated with these new jobs;

    c. Develop clinical research hubs through the enhancement of recognized clinical research programs and create medical research infrastructure in order to position the City as a significant location for the commercialization of medical technologies;

    d. Develop business and management expertise for medical research, which will support commercial and business needs, enhancing the development of new business in the health sector.

- The Strategic Plan also identifies benefits to residents of the City, including increasing the level of healthcare and improving patient care.

- The City intends to assess the Economic Benefits of the Grant through assessment of various indicators (the "Economic Benefits Metrics"), including:

    a. The number of full-time, sustainable jobs created by the implementation of the Strategic Plan by the LMICN;

    b. The amount of additional investment in the LMICN, including government, institutional, fundraising and private sector investment;

    c. The number of new businesses that are established in the Discovery Park and/or London as a result of the access to the LMICN and the physical and human resources created or attracted by the LMICN;

    d. Increases in assessment in the City for non-institutional properties created or fostered by the LMICN;

    e. Increases in building permit activity in the City created or fostered by the LMICN.

- Under section 107(1) of the *Municipal Act, 2001*, and subject to section 106 of the *Municipal Act, 2001*, the City may make a grant for any purpose that it considers to be in the interests of the City, provided such purpose is consistent with its mandate to provide good government.

- The City has determined that the Grant does not constitute a prohibited provision of assistance, either directly or indirectly, to any manufacturing business or other industrial or commercial enterprise, contrary to section 106 of the *Municipal Act, 2001* and that the Grant, and this agreement, do not involve a municipal capital facility within the meaning of section 110 of the *Municipal Act, 2001*.

THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. The parties represent and warrant to the other that the recitals to this agreement are true and correct to the best of their respective beliefs as of the date of the making of this agreement and agree that the recitals form an integral part of this agreement.

2. The City will pay the Grant of $10.0 million, in equal parts of $5.0 million to each of LHSF and SJHCF, in trust, not to be released to anyone, in whole or in part, without the consent in writing of the City Treasurer and Chief Financial Officer (the "City CFO"), or such other person as may be designated, in writing, by the City CFO for that specific purpose.

3. The consent of the City CFO to the disbursement of any part of the Grant (the "Disbursement") will be provided if, in the sole discretion of the City, the following conditions are satisfied:

    a. The structure and governance of the LMICN has been settled to the satisfaction of the City such that the LMICN is properly and professionally administered and accountable, maintains a bank account in the City at a Canadian chartered bank in compliance with all applicable regulation and proper governance of the LMICN is established such that there will be clearly accountable persons or entities responsible for the receipt, management and disbursements of all funds and assets of the LMICN (collectively, the "Governance");

    b. The City will be provided with any and all documents and information necessary to satisfy the City that proper Governance of the LMICN has been established. The City shall be entitled, in addition to any documentation or information provided, such additional documents or information as necessary to satisfy the City on the Governance upon request;

    c. The City will be provided with a budget of the LMICN, as may be amended from time to time, outlining the anticipated funding requirements of the LMICN and the anticipated sources by which those funding requirements will be met (the "Budget");

    d. The Disbursement shall only be made if it is consistent with the Budget;

    e. Any Disbursement shall be made to the bank account of the LMICN as established pursuant to the Governance;

    f. The City has received confirmation, in a form satisfactory to the City, that Western University has made the Western Funding Commitment and that there is a commitment for the FedDev funding;

    g. The Disbursement shall only be made for a purpose consistent with the Strategic Plan of the LMICN, provided that the Strategic Plan, as amended, in place at the time of the Disbursement is such that the Disbursement is consistent with utilizing the Disbursement to achieve the Economic Benefits Metrics;

h. The LMICN is in a position, by virtue of the Governance, to supply the information to the City to assess the achieving of the Economic Benefits Metrics;

i. The Disbursement shall only be made for the purpose of acquisition, improvement or construction of capital property or equipment, or expenses or costs ancillary to such purpose;

j. The Disbursement shall only be made for a valid municipal purpose and will not constitute assistance, directly or indirectly, for any manufacturing business or other industrial or commercial enterprise prohibited by the *Municipal Act, 2001*;

k. There are adequate financial controls in place with LMICN, pursuant to the Governance, to ensure the accuracy, completeness and auditability of the use of the Grant such that it can be established that the Grant was used for the purposes permitted by this agreement;

l. That LMICN has procured such insurance coverage as may be reasonably required, given the scope of its activities.

4. LHSF and SJHCF shall each repay the Grant to the City in the event that the Grant, or any portion of it, is not disbursed, as permitted by this agreement, within five years of the date of this agreement. Any repayment will include any accrued interest not applied by LHSF and SJHCF, as set out below, or otherwise disbursed as permitted by this agreement.

5. LHSF and SJHCF shall hold the Grant in an interest-bearing account at a Canadian chartered Bank until Disbursement. Any interest may be applied by LHSF and SJHCF to address any reasonable and proper administrative costs, or expenses, incurred by LHSF and SJHCF carrying out their obligations under this agreement, provided that LMICN agrees, in writing, to the application before the interest is so applied. Unless so applied, any other application of accrued interest is subject to the terms of this agreement relating to Disbursement.

6. LHSF and SJHCF shall require the contractual commitment of the LMICN, as a condition of the Disbursement of any part of the Grant, to provide the following:

a. An annual report to the City CFO, for at least five years after the full Disbursement of the Grant, outlining its success in the achieving of the Economic Benefits Metrics; and

b. Independent of the annual report requirement above, that LMICN provide such information in its possession to the City, as the City may request of the LMICN, acting reasonably, to assist the City assess the achieving of the Economic Benefits Metrics. It is understood that such requests will be made periodically by the City for maximum period of up to 10 years.

7. LHSF and SJHCF shall require the contractual commitment of the LMICN, prior to any Disbursement, to:

   a. Provide, within 90 days after the LMICN's first fiscal year-end, annual financial and other reporting, in writing, to the City describing the progress of the LMICN in achieving the objects of the Strategic Plan.

   b. For the purpose of ensuring compliance with the terms of this agreement, the City or its agents may, on reasonable notice and during regular business hours, inspect the accounts, records books and data of the LMICN related to the Grant.

8. LHSF and SJHCF shall provide to the City, at any time, upon request in writing made by the City CFO, an accounting, with full supporting documentation, for the Grant and any Disbursement of the Grant or any part of it.

9. LHSF and SJHCF shall indemnify and save harmless the City from all costs, claims, actions, demands and damages arising from the operations of the LMICN, except to the extent such costs, claims, actions, demands and damages are caused or contributed to by the actions, omissions or negligence of the City, its employees, servants, agents or those persons for whom the City is responsible in law. For the purposes hereof, matters arising from the operation of the LMICN shall extend to any matter, directly or indirectly relating to the LMICN, including, without limitation, injuries suffered by any person while using the facilities of the LMICN. This indemnity shall survive termination of this agreement for a period of five (5) years.

10. No partnership is created by this agreement. Nothing contained in this agreement shall or shall be deemed to constitute the parties partners or agents or any other relationship whereby either could be held liable for any act or omission of the other. None of the parties shall have any authority to act for the other, except as specifically set out above, or incur any obligation or responsibility on behalf of the other.

11. This agreement contains the entire agreement and understanding between the parties and supersedes all prior and contemporaneous oral or written agreements and representations. Any amendments shall be in writing and signed by all parties.

12. This agreement shall not be assigned without the written consent of the parties.

13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

14. All notices or other communications under this agreement shall be given in writing by personal delivery or facsimile addressed to the person named below:

To the City:

City Clerk

300 Dufferin Ave.

P.O. Box 5035, London, Ontario, N6A 4L9

Facsimile: 519-

To LHSF:

XXXXXXXXXXX

To SJHCF:

XXXXXXXXXXX

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized signing officers, as of the above date.

THE CORPORATION OF THE CITY OF LONDON

_____

Per: , Mayor

_____

Per: , City Clerk

THE LONDON HEALTH SCIENCES FOUNDATION

_____

Per: I have authority to bind the Foundation

ST. JOSEPH'S HEALTHCARE FOUNDATION

_____

Per: I have authority to bind the Foundation

Appendix C: Source of Financing

APPENDIX 'C'

#14131
July 14, 2014
(Approve New Project)

Chair and Members
Investment and Economic Prosperity Committee

RE: London Medical Innovation and Commercialization Network
New Capital Budget Project No. GG1722

FINANCE DEPARTMENT REPORT ON THE SOURCES OF FINANCING:

Finance Department confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget. The detailed source of financing for this project is:

ESTIMATED EXPENDITURES		Approved Budget	Revised Budget	This Submission
Capital Grant		$0	$10,000,000	$10,000,000
NET ESTIMATED EXPENDITURES		**$0**	**$10,000,000**	**$10,000,000**
SOURCE OF FINANCING				
Drawdown from Economic Development Reserve Fund	1)	$0	$10,000,000	$10,000,000
TOTAL FINANCING		**$0**	**$10,000,000**	**$10,000,000**

1) The 2014 Council approved budget included a projected drawdown from the Economic Development Reserve Fund for the London Medical Innovation and Commercialization Network of $7 M, $2 M and $1 M in 2014 to 2016 respectively. The current grant agreement requires $10 M in 2014. This amount can be accommodated from the Economic Development Reserve Fund in 2014, with a projected balance of $4.2 million.

EH

Larry Palarchio
Director of Financial Planning & Policy

Appendix D: Council Resolution- July 30, 2013

July 31, 2013

M. Hayward

Managing Director, Corporate Services, Chief Financial Officer and City Treasurer

H. Filger

Director, Corporate Investments and Partnerships

I hereby certify that the Municipal Council, at its session held on July 30, 2013 resolved:

4. That, on the recommendation of the Managing Director, Corporate Services, Chief Financial Officer and City Treasurer and the Director, Corporate Investments and Partnerships, the following actions be taken with respect to the development of London's Medical Innovation and Commercialization Network:

a) the vision for London's Medical Innovation and Commercialization Network BE SUPPORTED IN PRINCIPLE, subject to the preparation of a governance structure; and,

b) in collaboration with St. Joseph's Health Care Foundation, London Health Sciences Foundation, Lawson Health Research Institute, Robarts Research Institute, London Health Sciences Centre, St. Joseph's Health Care and Western University, the Civic Administration BE DIRECTED to develop a governance structure, as noted in a) above, for the Medical Innovation and Commercialization Network; it being noted that the proposed governance structure will be presented at a future meeting of the Investment and Economic Prosperity Committee;

it being noted that the Investment and Economic Prosperity Committee (IEPC) heard the attached presentation from Dr. Michael Strong, Robarts Research Institute, Dr. David Hill, London Health Sciences Centre and St. Joseph's Health Care, Dan Ross, London Health Sciences Foundation and Michelle Campbell, St. Joseph's Health Care London, with respect to this matter. (4/8/IEPC)

C. Saunders

City Clerk

/rr

cc: C. Boucher, Associate Vice President, Development, London Health Sciences Foundation, 747 Baseline Road East, London, Ontario, N6C 2R6

L. Hardgrove, Campaign Director, St. Joseph's Health Care Foundation, Parkwood Hospital, B2131, 801 Commissioners Road East, London, Ontario, N6C 5J1

A. Zuidema, City Manager

M. Daley, Specialist II - Corporate Investments & Partnerships

C. Dziedzic, Specialist II - Corporate Investments & Partnerships

By email:

Dr. M. Strong, Interim Scientific Director, Robarts Research Institute, Michael.Strong@schulich.uwo.ca
Dr. D. Hill, Vice President, Research, London Health Sciences Centre & St. Joseph's Health Care, David.Hill@lhrionhealth.ca
D. Ross, President & CEO, London Health Sciences Foundation, Dan.Ross@lhsc.on.ca

M. Campbell, President & CEO, St. Joseph's Health Care, Michelle.Campbell@sjhc.london.on.ca

Appendix E: LMICN Vision

Our city's leaders in medical innovation – London Health Sciences Centre (LHSC), St. Joseph's Health Care London, Lawson Health Research Institute, Robarts Research Institute and Western University (**Schulich School of Medicine & Dentistry as well as Health Sciences and Engineering) –** are excited to have this opportunity to present a dynamic vision for an unprecedented collaborative research initiative to the City of London's Investment and Economic Prosperity Committee.

We are proposing the development of a new partnership – involving all of these organizations – that will create jobs, improve health care and propel London's economy forward as an international leader in the health sector. **With an investment of $10 million from the City's Medical Research Fund**, we will leverage our collective strengths in research, patient care, education, training and entrepreneurship to create a robust Medical Innovation and Commercialization Network in London.

The Network will place our city at the leading edge of medical innovation, application and commercialization. Through the novel research that will take place at the convergence of health sciences, life sciences, physical sciences, engineering and imaging, **we will translate medical discovery into products and processes that generate economic and social benefits in our community and beyond**.

The Network will feature three centres of excellence that represent established areas of expertise for London researchers, as well as areas that offer the greatest potential for medical innovation and economic growth:

- A centre for research and innovation in **musculoskeletal disease**, serving as the home for world-leading research and development in bone and joint disorders.

- A **biomedical devices** institute that will house research, innovation and the commercialization of novel disease interventions.

- A centre for innovation in **image-based medicine**, where researchers will develop and test new patient care technologies and techniques to be used around the world.

The Network will build upon the proven track record of research and development success shown by the members of our partnership group. Since 2008, Western, Robarts and Lawson have collectively generated $24.3 million in commercial income, the fourth-highest such total in Canada; secured 151 issued patents; executed 66 licensing agreements with industry partners; and established 18 new spin-off companies now employing more than 40 people, by far one of the largest clusters of new companies created by a research community in Canada over that time period.

The City's investment of $10 million will be the catalyst that activates the Network and launches this important medical innovation and commercialization initiative. **Your investment will immediately leverage an additional $20 million in funding:** $10 million in matching funds from Western and a fundraising commitment of $10 million from Western's development team.

This $30 million in base funding will enable our partnership group to apply for even greater funding in order to meet our overall goal of $80-100 million. This will include applications to agencies such as the Federal Economic Development Agency for Southern Ontario (which has available funding of $920 million over five years) and the Canada Foundation for Innovation.

The Network will be critical in leveraging London's strengths as a centre for health and medical innovation and commercialization. It will be developed with a clear intent to serve as a hub for industry partnerships that depend on an integrated innovation and commercialization platform, encompassing internationally respected health care provision, database management and research.

London's Medical Innovation and Commercialization Network will be transformative for our community. Through the Network, we will:

- ***Create approximately 350 new jobs.*** This includes recruiting to London world-leading scientists, engineers and clinical researchers who will integrate medical discovery with knowledge translation and entrepreneurship. The new jobs – in health sciences, engineering and business – will be full-time, long-term, highly skilled and knowledge-based.

  These new knowledge-based workers are estimated to bring a total economic impact of approximately $52.5 million into the city's economy.

- ***Develop unprecedented clinical research hubs at LHSC and St. Joseph's*** through the enhancement of internationally recognized clinical research programs. This includes the Hand and Upper Limb Centre (HULC) at St. Joseph's and LHSC's Fowler Kennedy Sport Medicine Clinic and CSTAR (Canadian Surgical Technologies and Advanced Robotics).

- ***Provide an immediate boost to London's economy through a significant infrastructure build*** – the home of the Network's Convergence Institute – and the related construction jobs.

  The redevelopment of Western Discovery Park to create the Convergence Institute will provide the platform for convergent translational (bench-to-bedside) research in the Network's three centres of excellence, including the infrastructure for pre-clinical and clinical research evaluation and the validation of new technologies and techniques in real time.

- ***Position London as a world leader in integrated medical research and development*** by facilitating collaboration, breaking down traditional silos and capturing the full potential of patient care and commercial opportunities.

  For example, a new orthopedic implant technology could be developed with Engineering and Surface Science Western; it would then be prototyped in the Convergence Institute and clinically tested at LHSC and St. Joseph's. Patenting would occur through WORLDiscoveries and subsequently the technology would be licensed to a company that would establish itself in the Convergence Institute to further refine and bring the device to market.

- ***Improve patient care for the people of London and Southwestern Ontario*** through advanced research and the development of innovative new medical products and

processes. As a centre for the development of new technologies, treatments and models of care, these discoveries will be accessible to the people of London and Southwestern Ontario first.

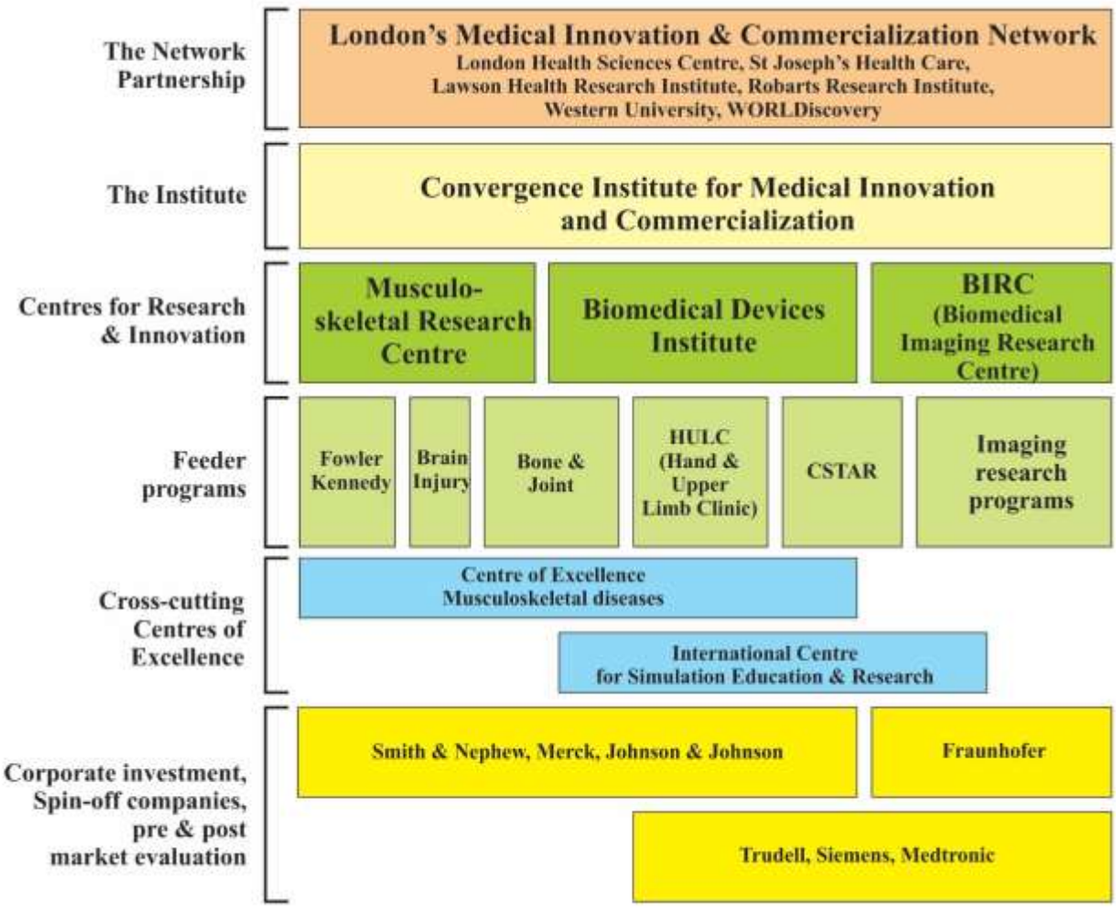
- ***Develop core business and management expertise*** to shape London's research agenda – meeting commercial and societal needs, developing business plans and supporting nascent local companies – and enhance interdisciplinary training programs for highly qualified personnel in entrepreneurship and translational research.

  Through this work, we will help to recruit new businesses in the health sector to London and continue to support wealth creation for our city's existing companies.

London's Medical Innovation and Commercialization Network will be a hub, connecting researchers, clinicians, students, business people and companies – enabling meaningful collaborations and accelerating the introduction of new medical devices into the marketplace. Please see the attached (Figure 1) for a snapshot of the overarching relationships involved in the Network's development.

Thank you for the opportunity to provide this vision document. We look forward to discussing in further detail an investment of $10 million from the City's Medical Research Fund – an investment that will allow London's health care leaders to develop a creative and convergent research and entrepreneurial environment for medical innovation and commercialization in our city.

Figure 1: The Overarching Relationships



Appendix F: LMICN Vision Presentation

An Opportunity for the City of London:

London's Medical Innovation and Commercialization Network

How we got here

St. Joseph's Health Care London & London Health Sciences Centre championed unique, institutionally-based proposals early in the IEPC process

London's new Medical Research Fund created through IEPC has been the catalyst for development of a unique and much larger *leveraging* opportunity around medical research for London that includes the hospitals *and* Western University

Today, we present a collaborative opportunity that has naturally evolved through the IEPC process; one that brings together a common, synergistic vision and creates larger economic opportunities for all of our institutions and for our city

The Partners

London's health sector has come together in a true partnership that builds on our collective strengths in health care and research to create jobs and economic impact for London

- **London Health Sciences Centre & Foundation**
- **St Joseph's Health Care & Foundation**
- **Lawson Health Research Institute**
- **Robarts Research Institute**
- **Western University**
    - **Schulich School of Medicine & Dentistry**
    - **Faculty of Health Sciences**
    - **Faculty of Engineering**

The Partners

London's health sector has come together in a true partnership that builds on our collective strengths in health care and research to create jobs and economic impact for London

- **London Health Sciences Centre & Foundation**
- **St Joseph's Health Care & Foundation**
- **Lawson Health Research Institute**
- **Robarts Research Institute**
- **Western University**
    - **Schulich School of Medicine & Dentistry**
    - **Faculty of Health Sciences**
    - **Faculty of Engineering**

- **City of London**

Our Presentation Team

Dr Michael Strong
Dean Schulich School of Medicine & Dentistry
Interim Scientific Director, Robarts Research Institute

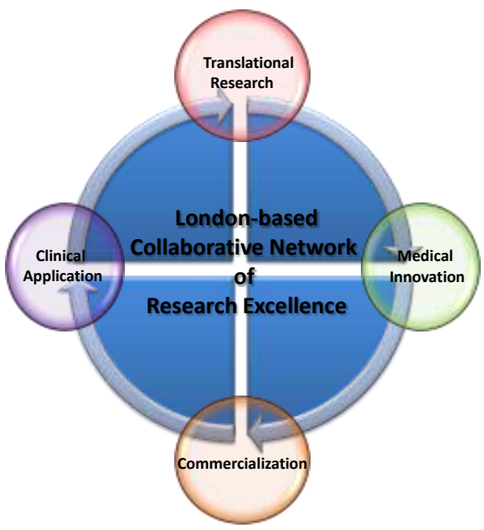
Dr David Hill
Scientific Director, Lawson Health Research Institute
Vice President, Research
London Health Sciences Centre & St. Joseph's Health Care

Dan Ross
President & CEO
London Health Sciences Foundation

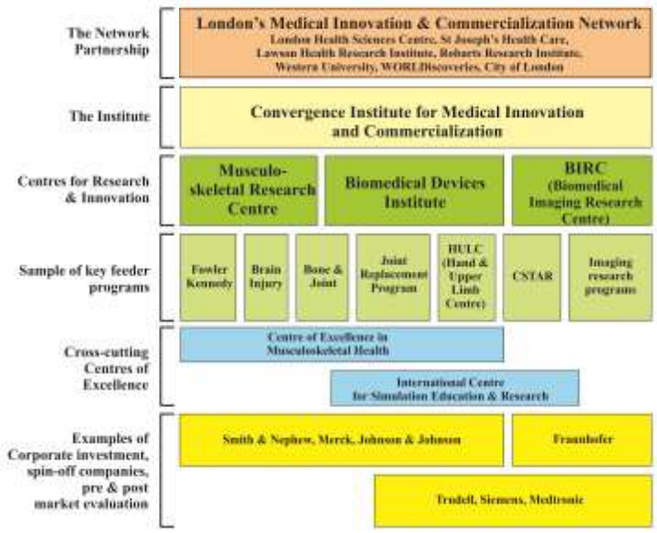
Michelle M. Campbell
President & CEO
St. Joseph's Health Care Foundation
Vice-President – Fund Development
St. Joseph's Health Care London

The vision

An interdisciplinary collaborative network of research excellence that will place London at the leading edge of translational research medical innovation, application, and commercialization



The overarching relationships



A proven track record in commercialization

Since 2008, Robarts, Lawson & Western have collectively:

- **generated $24.3 million in commercial income (4th highest in Canada)**
- **secured 151 Issued patents world-wide**
- **executed 66 licensing agreements**
- **established 18 new spin-off companies employing more than 40 people**

Western
in cooperation with
Fraunhofer

SOUTHERN ONTARIO WATER CONSORTIUM
LE CONSORTIUM POUR L'EAU DU SUD DE L'ONTARIO

SOSCIP
Research Consortium
Health Energy Water Agile Cities

A proven track record in economic impact

Using the Lawson Health Research Institute as an example:

- **Currently employs 1,200 individuals with approximately $25M in earnings paid out to Londoners annually and $15M in annual revenue generated in the local economy**
- **Approximately $21M in external services purchased annually**
- **The imaging program (BIRC) alone has brought in over $100M in new equipment funding through provincial and national competitions**

Creating 350+ new jobs

- **Immediate impact of construction**
- **Create new knowledge-based, sustainable jobs through:**
  - **the recruitment of leading scientists, engineers and clinical researchers at the convergence of life sciences, physical sciences, engineering and imaging**
  - **attracting biotechnology based industry, including medical devices, to an integrated research & development centre**
  - **350 high paying professional jobs in London**

Economic stimulation

- **Provide an immediate boost to the London economy through a significant infrastructure build of a value of 75 – 80M**
- **Provision of core business and management expertise**
- **Provision of seed-capital for "open and distributive" innovation concepts**
- **52.5M in sustainable long term revenue generation based on current hiring projections**

Infrastructure development

- **Development of national and international centres of excellence that reflect the existing strengths of the health sector**
- **Enhanced interdisciplinary programs for high quality personnel (HQP) in entrepreneurship and translational research**
- **Development of a core physical space/presence to facilitate "convergence" and define the niche**
- **Infrastructure for pre-clinical and clinical evaluation and validation of new techniques (in real time)**

The enablers

Patient Care

- World class hospitals and clinical facilities working towards a common goal
- Advanced patient registry and database management
- Fowler Kennedy Clinic
- Hand and Upper Limb Centre (HULC)

Research

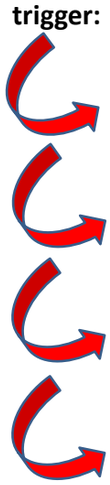
- CSTAR and developing Schulich International Simulation Education initiative
- GLP-accredited pre-clinical testing animal facility
- National leader in musculoskeletal research
- Western research excellence clusters program

Business Development

- WORLDiscoveries
- Ivey Centre for Health Innovation
- TechAlliance, CIMTec, LEDC
- Stiller incubation centre

The funding opportunity (80 – 100M)

Your investment of 10M from the Medical Research fund will trigger:



- An immediate match of $10M from Western University
- A commitment to raise another $10M from Western University
- A Fed Dev application (currently 920M over 5 years – the timing is right for London to aggressively pursue these funds)
- A CFI infrastructure application

The Convergence Institute

Meeting the City of London & IEPC expectations

Business retention, growth & attraction **- industry linkages, spin-off company opportunities** **- entrepreneurial opportunities**	**√**
Retain & attract talent **- youth opportunities** **- attract educated professionals critical to a knowledge-based economy**	**√**
Develop labour force **- builds infrastructure and fuels educational opportunities**	**√**
Community economic development **- immediate & sustainable economic impact**	**√**
Visitor attraction **- heightened profile & reputational enhancement** **- health and wellness reputational enhancement**	**√**
International differentiation	**√**

Appendix G: Council Resolution- October 22, 2013

October 23, 2013

M. Hayward

Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

H. Filger

Director of Corporate Investments and Partnerships

I hereby certify that the Municipal Council, at its session held on October 22, 2013 resolved:

7. That, on the recommendation of the Director, Corporate Investments and Partnerships and the Managing Director, Corporate Services, Chief Financial Officer and City Treasurer, the following actions be taken with respect to the development of London's Medical Innovation and Commercialization Network:

a) the draft London Medical Innovation and Commercialization Network Governing Council Terms of Reference, as appended to the staff report dated October 15, 2013, BE ENDORSED;

b) in collaboration with St. Joseph's Health Care Foundation, London Health Sciences Foundation, Lawson Health Research Institute, Robarts Research Institute, London Health Sciences Centre, St. Joseph's Health Care and Western University, the Civic Administration BE DIRECTED to undertake all the administrative acts that are necessary to formalize the above-noted Terms of Reference; and,

c) in collaboration with St. Joseph's Health Care Foundation, London Health Sciences Foundation, Lawson Health Research Institute, Robarts Research Institute, London Health Sciences Centre, St. Joseph's Health Care and Western University, the Civic Administration BE DIRECTED to undertake all the administrative acts that are necessary to develop applications for additional project funding;

it being noted that the Investment and Economic Prosperity Committee heard a verbal update from D. Ross, President and CEO, London Health Sciences Foundation and D. Hill, Scientific Director, Lawson Health Research Institute, with respect to this matter. (7/12/IEPC)

C. Saunders

City Clerk

/rr

cc: Dan Ross, President and CEO, London Health Sciences Foundation, 747 Base Line Road East, London, Ontario, N6C 2R6

Michelle Campbell, President and CEO, St. Joseph's Health Care Foundation, Parkwood Hospital, Room B2131, 801 Commissioners Road East, London, Ontario, N6C 5J1

Chris Boucher, Associate Vice President, Development, London Health Sciences Foundation, 747 Base Line Road East, London, Ontario, N6C 2R6

Laurel Hardgrove, Campaign Director, St. Joseph's Health Care Foundation, Parkwood Hospital, Room B2131, 801 Commissioners Road East, London, Ontario, N6C 5J1

Dr. David Hill, Scientific Director, Lawson Health Research Institute, **750 Base Line Road**, Suite 300, London, Ontario, N6C 2R5

Dr. Michael Strong, Dean, Schulich School of Medicine and Dentistry, Western University, 1151 Richmond Street, London, Ontario, N6A 3K6

M. Daley, Specialist II - Corporate Investments & Partnerships

C. Dziedzic, Specialist II - Corporate Investments & Partnerships

Appendix H: LMICN Draft Terms of Reference

London Medical Innovation & Commercialization Network
Governing Council

Terms of Reference

Background

Through research that will take place at the convergence of life sciences, physical sciences, engineering and imaging, the London Medical Innovation & Commercialization Network (LMIC Network) will translate medical discovery into products and processes that generate economic and social benefits in our communities locally, nationally and internationally. An innovative collaboration that includes The City of London, Western University, St. Joseph's Health Care London, London Health Sciences Centre ("the hospitals"), Schulich School of Medicine & Dentistry, Lawson Health Research Institute, and Robarts Research , the LMIC Network will bring together four foci of research and innovation into a Convergence Institute. The research and innovation foci are established areas of expertise where researchers from diverse disciplines come together in an interdisciplinary manner to perform translational research, develop innovative procedures and products, test their clinical application and commercialize their discoveries. In doing so, the expertise of otherwise separate entities are brought together in true partnership, building on collective strength in health care and research while simultaneously creating jobs and positively contributing to the economic growth in our community.

The LMIC Network is made up of the following four foci for research and innovation:

- A bone and joint innovation foci, which will be the home of world-leading musculoskeletal and orthopaedic research and development;
- A biomedical device institute coupled with an international simulation program, where researchers will develop and test new globally-significant patient care technologies and assistive devices;
- A Biomedical Imaging Research Centre (BIRC), where researchers will develop and test new patient care imaging technologies and techniques to be used around the world; and
- A traumatic brain injuries program, where researchers will lead the scientific understanding of the basic mechanisms involved in brain disease, acquired brain injury, and outcomes.

Meaning of Terms of Reference:

These Terms of Reference are meant to reflect the common intention of all partners. Although the Terms of Reference are not legally binding, they do represent values, approaches, and goals that are supported in good faith by all partners. As far as possible, these Terms of Reference propose

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processes that are open, consultative, and collaborative and that also aim to produce desired outcomes.

Amendments to Terms of Reference:

Amendments to these Terms of Reference may be made at any time, by the Governing Council, in the same manner as these Terms of Reference were reviewed and affirmed.

Mission:

The Mission of the London Medical Innovation and Commercialization Network (LMIC Network) is to conduct leading edge research and innovation activities aimed at improving the health and well-being of local, national, and international communities. Simultaneously, through commercialization efforts, economic benefit will be realized for the LMIC Network stakeholders and Southwestern Ontario.

Vision:

To be a leader in inter-disciplinary healthcare research, innovation, and commercialization.

Role of the Governing Council:

In the initial stage, to lead and guide the creation of the initial structure of the LMIC Network and its initial business strategy and business plan. Thereafter to oversee and guide the strategic development and effective operationalization of the LMIC Network. It is understood that the initial Governing Council is intended as interim in nature and the structure and membership of the permanent Governing Council will be developed during the business planning process.

Responsibilities:

1. Oversee and lead, at the senior leadership level, the strategic development and resourcing of the LMIC Network, including the initial development of the business strategy and business plan;

2. Build and maintain the collaborative relationships and partnerships among the LMIC Network partners at all levels;

3. Ensure, through demonstrated collaboration, a sustained focus on a common, synergistic vision for the LMIC Network;

4. Ensure accountability to all current and future LMIC Network's funders;

5. Approve the structure and membership of the LMIC Network Coordinating Committee to execute and be accountable for tactical project development and implementation adhering to prescribed timelines; and

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6. Review, assess, and approve projects developed by the LMIC Network Coordinating Committee.

Decision-Making Model:

Adopting a network governance model, the Governing Council will, through all discussions and deliberations, focus on establishing, fostering and growing a network that is organized on the basis of mutual benefit for all parties. Recognizing the multi-disciplinary and multi-institutional make-up of the LMIC Network, decisions will be reached on a consensus basis. Consensus is defined as "a general agreement among a group of people that occurs when the entire group can support a decision without compromising important needs or values". Consensus is achieved according to the following principles:

a) Inclusive participation;
b) Respect for diverse, multi-disciplinary, multi-institutional interests; and
c) Accountability

The demonstration of consensus shall be documented in the meeting minutes.

A minimum number of 6 (six) Governing Council members, or their alternate (see section 'Alternate Members'), and the Chair are required for consensus decision making.

Each partner group must be represented to contribute to the consensus decision making process.

Risk Management:

As a guideline, the Governing Council will follow "Best Practices" methodologies for managing risk, generally consisting of the following steps:

1. Identify potential risk(s)
2. Perform risk assessment(s)
3. Develop and document a plan for managing/mitigating identified risk(s)
4. Implement the plan(s)
5. Assess the outcome(s)
6. Repeat Steps 3, 4 and 5 if necessary.

Membership:

Membership shall include the following representation from the key partners in the LMIC Network:

Member at Large
City of London– City of London Senior Official (unelected)
City of London - City of London Community Appointee (TBC)

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Western University - Vice President, Research
St. Joseph's Health Care, London - President & CEO
London Health Sciences Centre - President & CEO
Schulich School of Medicine & Dentistry - Dean
Lawson Health Research Institute - Scientific Director

Members of the LMIC Governing Council understand and agree to the time and participation requirements of their role.

Alternate Members:

Should a member be unable to attend a meeting, he or she must appoint an alternate to attend on their behalf. Alternates must have the ability and authority to speak and participate in consensus decision making on behalf of the member they represent.

Chair:

The Governing Council will be chaired by the Member at Large selected by the members of the governing committee.

Term of Membership:

Initial members of the Governing Council will serve for a term of one year or until the permanent Governing Council is appointed through the business planning process.

Frequency of Meetings:

At the call of the Governing Council Chair.

Agenda & Minutes:

The agenda, minutes and supporting documentation will be sent to members electronically three to five business days in advance of a Governing Council meeting. A list of action items will be sent to the Governing Council members the day following a meeting and the action items will also be captured in the minutes.

Resources:

Administrative support for the Governing Council will be provided by a member of the staff from the Dean's office, Schulich School of Medicine & Dentistry.

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Reporting:

Each Governing Council member, as the senior leadership representative of their respective organization will be accountable for advising their respective Board of Directors (for the hospitals and Lawson Health Research Institute [both hospital boards]), their Provost and President (for Schulich School of Medicine & Dentistry and Western), and their Council and Mayor (for The City of London) of items of importance that may require their input or approval or as information only.

Conflict of Interest:

A Governing Council member who believes, or has reasonable grounds to believe, that he/she has a potential or real conflict of interest with a particular matter, must:

a) Disclose the nature of the conflict of interest by reporting it directly to the Chair of the Governing Council;
b) The disclosure must be reported in the minutes of the meeting;
c) Withdraw from the matter or decision-making process that constitutes the conflict of interest;
d) If the matter is such that the remaining members do not constitute a quorum, the remaining members shall be deemed as an appropriate quorum.

Approvals:

Add signature & date lines for each member to sign (titles and names to be entered below signature lines)

Date of Adoption of Terms of Reference:

Date of Last Review:

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Appendix I: LMICN Strategic Plan Executive Summary

London Medical Innovation & Commercialization Network Strategic Plan

Executive Summary

March 2014

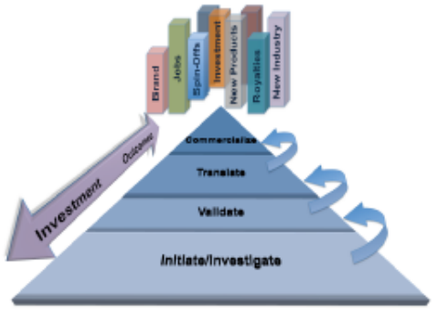
London Medical Innovation & Commercialization Network Strategic Plan

Executive Summary

In an effort to materially advance innovation and industry in London's health care sector, leaders from across the city's health care community have united around a single vision and a common purpose, namely to harness the expertise of some of the world's top clinicians and scientists together with entrepreneurs and industry leaders to create a hub of innovation and a collaborative team-based network that will focus on resolving some of the world's more challenging health care problems and then commercializing these advances for economic and social gain.

This new $124 million enterprise is called the London Medical Innovation & Commercialization (LMIC) Network and in a manner befit of such renowned, medically-intensive communities worldwide[1], London's health care sector is uniquely positioned to realize this vision and in doing so contribute immensely to a healthier world and a wealthier local economy.

Specifically, London's leaders seek to expand upon the community's extensive health care strengths by establishing the LMIC Network as a cross-discipline, world-class enterprise that will initiate, validate, translate and commercialize medical research and discoveries into market-ready health care solutions that generate employment and investment, prosperity and civic pride.



To accomplish this vision, the Network has set for itself six goals.

1. Create a series of integrated, team-based, medical innovation and commercialization hubs called Pillars[2] at strategic sites across the city that will capitalize on London's strength in health care delivery and research.
2. Add quantifiable economic value to London's economy, attract new industry and help create new knowledge-based, long-term jobs.
3. Collaborate with London's impressive hospital network and cache of health care assets to create better patient outcomes.

[1] Mayo Clinic, Cleveland Clinic
[2] A Network Pillar is a cluster of research and commercialization expertise in select fields of study that when co-located together lends itself to team building, innovation, problem-solving and the advancement of products and processes for social and economic good.

4. Create opportunities for long-term youth employment and local business.
5. Improve patient care locally, nationally and globally.
6. Operate the Network in a sound and financially self-sustaining manner.

To accomplish these goals, the Network will begin by:

1. Converging London's existing research, clinical and commercialization strengths into a series of intense, team-based Medical Innovation Centres that, when co-located together, will serve as the LMIC Network's Pillars of Medical Research Excellence. The first such Pillar, which is earmarked for Western Discovery Park, is comprised of three new, complementary Medical Innovation Centres that will be clustered and commissioned in phases. They are:

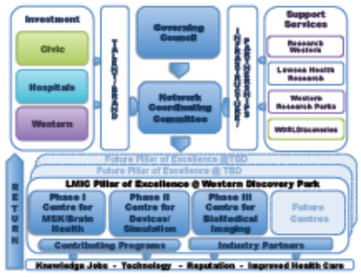
   - Phase I: The Centre for Musculoskeletal and Brain Health,
   - Phase II: The Centre for Bio-Medical Devices and Advanced Simulation,
   - Phase III: The Centre for Bio-Medical Imaging.

2. Augmenting existing research capacity and expertise with new Research Leaders to build a world-class, entrepreneurially-driven, research and innovation enterprise.

3. Surrounding the Network with reputed commercial companies at the global and early stage level, a cache of the community's top clinical testing and translational programs and a strong support infrastructure all contributing to problem resolution and improved health care.

4. Securing the first $37 million cash investment needed to ignite the Network and deliver Phase I of this Strategic Plan, and the first of the three Medical Innovation Centres.

5. Enabling the Network and ensure its success through an inclusive and committed governance, coordinating, investment and support infrastructure.



The three Medical Innovation Centres selected to help kick start the first Pillar within the Network: Musculoskeletal and Brain Health, BioMedical Devices and Advanced Simulation and BioMedical Imaging, were determined by:

- the depth of the existing research teams and complementary fields of study,
- their accessibility to the translational, testing and validation strength of the various contributing programs within London's research hospitals,

- the number of industry partners that are already seeking opportunities to better interact with the research teams and even co-locate with them and,
- the team's proven ability to translate their research into innovative health care solutions that can be commercialized for economic and social benefit.

The returns from this potential opportunity are substantial and sustainable. The Strategic Plan conservatively estimates that the first Pillar will:

- Lead to the creation of nearly 400 new long-term jobs in the community.
- Contribute nearly $40 million/year in value to the local economy.
- Generate an impressive Return on Investment of 60-percent.

Moreover, as outlined in the summary table below, the potential number of direct new jobs, new revenue and reputation-earning technologies and new investment in local infrastructure is quantifiable, measurable, and significant.

Economic Contributor	YR5	YR7	YR10
Direct New Jobs			
- Research	60	111	150
- Industry Co-Location	50	84	122
- Early Stage/Entrepreneurial	19	56	116
Total Direct New Jobs (#)	129	251	388
New Licensed Technologies (#)	25	55	103
Infrastructure Investment ($ millions)	58.5		

The Medical Innovation Centres, by virtue of the research that they are conducting, also have an opportunity to materially contribute to the improved health and well-being of nearly 20 million Canadians and over 1 billion people worldwide.

Overall, the LMIC Network is committed to blending London's roster of research excellence with global commercial interests and local business ingenuity to create positive social outcomes, including:

- new and improved health care products and processes,
- new local industry, entrepreneurs, and employment,
- advanced medical talent, tools and technology.

The Network will also establish itself as the national hub and premier destination for this work, allowing it to attract and retain the best and the brightest minds while trumpeting the community's brand and reputation across the country and around the world.

London's rich health care legacy and extensive array of medical and research assets has uniquely positioned the community to seize this opportunity and allow it to assume a place among the global leaders in health care. London now needs to act on this plan and deliver on its promise.

London Medical Innovation & Commercialization Network Strategic Plan

Acknowledgements

Below is a partial list of the many contributors to the preparation of this Plan.

Mr. Chris Boucher
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Ms. Michelle Campbell
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Dr. Mike Poulter
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Ms. Therese Quigley
Mr. Dan Ross
Dr. Kevin Shoemaker
Mr. Dan Sinai
Mr. Clarke Singer
Dr. Cal Stiller
Dr. Michael Strong
Mr. Joe Swan
Mr. David Tweddell
Dr. Jim Weese
Mr. Peter White
Mayor & City Council

Appendix J: LMICN Strategic Plan Presentation

The LMIC Network

Strategic Plan Summary

March 2014

The MRF Challenge

1. Leverage London's impressive medical research and health care assets to attract investment and create wealth and prosperity.
2. Attract innovators and industry to drive job growth.
3. Create opportunities for youth employment, entrepreneurship and local business.
4. Expand London's reputation on the world stage.
5. Improve patient care both at home and abroad.

The Response

Advance innovation and industry in London's health care sector by:

- Assembling some of the world's top clinicians and scientists and blending them with industry and entrepreneurs to create innovation teams
- Focusing these teams on resolving some the world's more challenging health care problems
- Commercializing these advances for economic and social gain.

The Game Plan

1. Converge London's medical research, clinical and commercialization strengths into a series of team-based Medical Innovation Centres.
2. Co-locate the Centres with industry and entrepreneurs into commercialization hubs called Pillars of Medical Research Excellence.
3. The 1st Pillar, located at Western Discovery Park begins with three Centres focused on:
   I. Musculoskeletal and Brain Health
   II. Medical Devices and Advanced Simulation
   III. BioMedical Imaging

The Game Plan (continued)

4. Augment existing research capacity with new Research Leaders to help build each Centre.
5. Embed within the Centres local and global industry leaders and utilize London's extensive cache of clinical testing and validation capabilities.
6. Secure initial investment to ignite the Network and establish the 1st Medical Innovation Centre.
7. Establish the necessary governance, coordinating, investment and support structure to deliver this Plan.

The Returns

- Initiative currently valued at $124 million. (12x)
- Nearly 400 new long term jobs in research, industry and early stage companies.
- Estimated $40 million in value to local economy annually.
- Estimated 60-percent Return on Investment.
- Nearly $60 million in indirect employment.
- Medical advances from phase I alone could help 20 million Canadians and over 1 billion people worldwide suffering from MSK/Brain impediments.

The Benefits

- New and improved health care products/processes.
- New local industry.
- New entrepreneurs.
- Sustainable employment.
- Advanced medical toolsets.
- Highly skilled workforce.
- Internationally recognition.
- Continued excellence in health care.

Implementation Steps

- Strategic Plan completed and approved.
- Fed Dev application completed and submitted.
- Initial operating structure established.
- Contribution Agreement undergoing legal review.
- Centre-specific Plans undergoing further refinement.
- Additional funding apps, fundraising underway.
- Research Leader targeting/recruitment underway.
- Industry partner targeting/recruitment underway.

Groundbreaking Target: Fall 2014

Appendix K: Council Resolution- April 1, 2014

April 2, 2014

M. Hayward

Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

I hereby certify that the Municipal Council, at its session held on April 1, 2014 resolved:

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

a) the attached Executive Summary and presentation dated March 2014, from Dan Ross, President and CEO, London Health Sciences Foundation and Paul Paolatto, Executive Director, WORLDiscoveries and Western Research Parks, with respect to an update on the London Medical Innovation and Commercialization Network, BE RECEIVED, with enthusiasm; and,

b) the Contribution Agreement for the London Medical Innovation and Commercialization Network, BE PRESENTED to the Investment and Economic Prosperity Committee (IEPC), in two to three weeks.

(7/5/IEPC)

C. Saunders

City Clerk

/rr

cc: D. Ross, President and CEO, London Health Sciences Foundation, 747 Base Line Rd East, London, Ontario, N6C 2R6 P. Paolatto, Executive Director, WORLDiscoveries and Western

Research Parks, 100 Collip Circle, Suite 105, The Gordon Mogenson Building, London, ON N6G 4X8

Bill No. 106
2019

By-law No. A.-_____-___

A by-law to confirm the proceedings of the Council Meeting held on the 26th day of March, 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 March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 108
2019

By-law No. A.-____-___

A by-law to approve the Long-Term Care Home Service Accountability Agreement with the South West LHIN, and to authorize the Mayor and the City Clerk to execute the agreement.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network (LHIN) under the *Local Health System Integration Act, 2006* (*LHSI Act*);

AND WHEREAS, pursuant to the *LHSI Act* a local health integration network is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to subsection 19(1) of the *LHSI Act*, a local health integration network may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part VIII of the *Long-Term Care Homes Act,* 2007, in respect of services that the service provider provides in or for the geographic area of the network;

AND WHEREAS, pursuant to subsection 19(2) of the *LHSI Act*, the funding that a LHIN provides under subsection 19(1) shall be on the terms and conditions that the network considers appropriate and in accordance with the funding that the network receives from the Minister of Health and Long-Term Care, the network's accountability agreement and any prescribed requirements;

AND WHEREAS section 20 of the *LHSI Act* provides that a LHIN and a health service provider that receives funding from the LHIN shall enter into a service accountability agreement*;*

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

1. The Long-Term Care Home Service Accountability Agreement for the period April 1, 2019 to March 31, 2022 to be entered into with the South West Local Health Integration Network with respect to the Dearness Home attached as Schedule 1 to this By-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – March 26, 2019
Second reading – March 26, 2019
Third reading – March 26, 2019

Schedule 1

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

with

THE CORPORATION OF THE CITY OF LONDON

Effective Date: April 1, 2019

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Schedules

A – Description of Home and Beds

B – Additional Terms and Conditions Applicable to the Funding Model

C – Reporting Requirements

D – Performance

E – Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, 2019

BETWEEN:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

(the "LHIN")

AND

THE CORPORATION OF THE CITY OF LONDON

(the "HSP")

IN RESPECT OF:

Dearness Home for Senior Citizens

located at

710 Southdale Road East, London ON N6E 1R8

Background

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* ("LHSIA"), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely "to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks".

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA, intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of

health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities including those described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN; in the provincial strategic plan for the health system; and, in the LHIN's Integrated Health Services Plan.

The LHIN recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The LHIN acknowledges the unique character of municipal governments that are funded health service providers (each a "Municipal HSP") under the Provincial Long-Term Care Home Service Accountability Agreement template (the "LSAA"), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The LHIN further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the LHIN to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

ARTICLE 1.0 — DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings.

"**Accountability Agreement**" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement.

"**Act**" means the *Long-Term Care Homes Act, 2007* and the regulations made under it and they may be amended from time to time.

"**Active Offer**" means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual.

"**Agreement**" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

"**Annual Balanced Budget**" means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

"**Applicable Law**" means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement.

"**Applicable Policy**" means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the LHIN, by the MOHLTC or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

"**Approved Funding**" has the meaning ascribed to it in Schedule B.

"**Beds**" means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

"**Board**" means in respect of an HSP that is:

(a) a corporation, the board of directors;

(b) A First Nation, the band council;

(c) a municipality, the committee of management;

(d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

(e) a partnership, the partners; and

(f) a sole proprietorship, the sole proprietor.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010,* and regulations made under it as it and they may be amended from time to time.

"**CEO**" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

"**Compliance Declaration**" means a compliance declaration substantially in the form set out in Schedule "E".

"**Confidential Information**" means information that is (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

"**Conflict of Interest**" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

(a) the HSP;

(b) a member of the HSP's Board; or

(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"**Construction Funding Subsidy**" has the meaning ascribed to it in Schedule B.

"**Controlling Shareholder**" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"**Days**" means calendar days.

"**Design Manual**" means the MOHLTC design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

"**Designated**" means designated as a public service agency under the FLSA.

"**Digital Health**" has the meaning ascribed to it in the Accountability Agreement, and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

"**Director**" has the same meaning ascribed to it in the Act.

"**Effective Date**" means April 1, 2019.

"**Explanatory Indicator**" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator.

"**Factors Beyond the HSP's Control**" include occurrences that are, in whole or in

part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

(a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;

(b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);

(c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and

(d) catastrophic events, such as natural disasters and infectious disease outbreaks.

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act,* (Ontario) and the regulations made under it, as it and they may be amended from time to time.

"**FLSA**" means the *French Language Services Act* and the regulations made under it, as it and they may be amended from time to time.

"**Funding**" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

"**Funding Year**" means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

"**Home**" means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

"**HSP's Personnel and Volunteers**" means the Controlling Shareholders (if any),

directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

"**Identified**" means identified by the LHIN or the MOHLTC to provide French language services.

"**Indemnified Parties**" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.

"**Interest Income**" means interest earned on the Funding.

"**LHIN Cluster**" has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities.

"**LHSIA**" means the *Local Health System Integration Act, 2006* and the regulations under it, as it and they may be amended from time to time.

"**Licence**" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

"**Mandate Letter**" has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from the Minister to the LHIN establishing priorities in accordance with the Premier's mandate letter to the Minister.

"**Minister**" means the Minister of Health and Long-Term Care.

"**MOHLTC**" means the Minister or the Ministry of Health and Long-Term Care, as the context requires.

"**Monitoring Indicator**" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set.

"**Notice**" means any notice or other communication required to be provided pursuant to this Agreement, LHSIA or the Act.

"**Performance Agreement**" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement.

"**Performance Corridor**" means the acceptable range of results around a Performance Target.

"**Performance Factor**" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the LHIN, whether by PICB or otherwise.

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the LSAA 2016-19 Indicator Technical Specifications document.

"**Performance Standard**" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

"**Performance Target**" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

"**person or entity**" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted.

"**PICB**" means Performance Improvement and Compliance Branch of MOHLTC, or any other branch or organizational unit of MOHLTC that may succeed or replace it.

"**Planning Submission**" means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN.

"**Policy Web Pages**" means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the LHIN or the MOHLTC may advise from time to time. Capital policies

can be found at http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html.

"**Program Parameter**" means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program.

"**RAI MDS Tools**" means the standardized Resident Assessment Instrument – Minimum Data Set ("RAI MDS") 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

"**Reports**" means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement.

"**Resident**" has the meaning ascribed to it under the Act.

"**Review**" means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP's financial statements.

"**Schedule**" means any one, and "**Schedules**" mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Description of Home and Beds;
Schedule B: Additional Terms and Conditions Applicable to the Funding Model;
Schedule C: Reporting Requirements;
Schedule D: Performance; and
Schedule E: Form of Compliance Declaration.

"**Services**" means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

"**Service Volume**" means a measure of Services for which a Performance Target is set.

1.2 **Interpretation**. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation",

as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 — TERM AND NATURE OF THIS AGREEMENT

2.1 **Term**. The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2022 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.

2.2 **A Service Accountability Agreement**. This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.

2.3 **Prior Agreements**. The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 — PROVISION OF SERVICES

3.1 **Provision of Services**.

(a) The HSP will provide the Services in accordance with, and otherwise comply with:
   (1) the terms of this Agreement;
   (2) Applicable Law; and
   (3) Applicable Policy.

(b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D.

(c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.

(d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

(a) The parties acknowledge that, subject to the provisions of the Act and LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

(c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

(a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;

(b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN, as the case may be;

(c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;

(d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and

(e) include in its annual Planning Submission, plans for achieving Digital Health priority initiatives.

3.5 Mandate Letter. The LHIN will receive a Mandate Letter from the Minister annually. Each Mandate Letter articulates areas of focus for the LHIN, and the Minister's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

3.6.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

(a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;

(b) work toward applying the principles of Active Offer in the provision of services;

(c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,

(d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.6.3 If Identified. If the HSP is Identified it will:

(a) work toward applying the principles of Active Offer in the provision of services;

(b) provide services to the public in French in accordance with its existing French language services capacity;

(c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;

(d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;

(e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;

(f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community; and,

(g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.6.4 If Designated. If the HSP is Designated it will:

(a) apply the principles of Active Offer in the provision of services;

(b) continue to provide services to the public in French in accordance with the provisions of the FLSA;

(c) maintain its French language services capacity;

(d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by Notice, require; and,

(e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

ARTICLE 4.0 — FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into

an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

(a) The HSP will:
  (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
  (2) not use the Funding for compensation increases prohibited by Applicable Law;
  (3) meet all obligations in the Schedules;
  (4) fulfill all other obligations under this Agreement; and
  (5) plan for and achieve an Annual Balanced Budget.

(b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

(a) will not provide any funds to the HSP until this Agreement is fully executed;

(b) may pro-rate the Funding if this Agreement is signed after the Effective Date;

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

(d) will not be required to continue to provide funds,
  (1) if the Minister or the Director so directs under the terms of the Act;
  (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
  (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and

(e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 **Additional Funding**. Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 **Appropriation**. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.6 **Procurement of Goods and Services**.

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over $25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.7 **Disposition**. Subject to Applicable Law and Applicable Policy, the HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded $25,000 at the time of purchase.

ARTICLE 5.0 — ADJUSTMENT AND RECOVERY OF FUNDING

5.1 **Adjustment of Funding**.

(a) The LHIN may adjust the Funding in any of the following circumstances:
  (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
  (2) on a change to the Services;
  (3) if required by either the Director or the Minister under the Act;
  (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
  (5) as otherwise permitted by this Agreement.

(b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

(c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the LHIN shall take into account the following principles:
   (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
   (2) the HSP should not gain from a breach of this Agreement;
   (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
   (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

5.3 Settlement and Recovery of Funding for Prior Years.

(a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

(a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

(b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 — PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice.** The LHIN will give at least 60 Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.

(b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN and may be required to incorporate
(1) prudent multi-year financial forecasts;
(2) plans for the achievement of Performance Targets; and
(3) realistic risk management strategies.

It will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

(c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the LHIN is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:

(1) are targets only;
(2) are provided solely for the purposes of planning;
(3) are subject to confirmation; and
(4) may be changed at the discretion of the LHIN.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least 6 months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

(a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place, and utilize, effective mechanisms for engaging families and patients to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.

(b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.

(c) **Reporting**. The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

(a) **General**. A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

(1) the HSP is considering an integration, or an integration of services, as defined in LHSIA between the HSP and another person or entity;

(2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;

(3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or

(4) if requested by the LHIN.

(b) **LHIN Evaluation of the Pre-proposal**. Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

(c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of section 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which section 27 of LHSIA may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless

the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

(a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.

(b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the MOHLTC and the LHIN at least 6 months' prior Notice. Such Notice shall include:

(1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,

(2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

(c) The LHIN may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the LHIN with:

(1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

(2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

6.6 In this Article 6, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

(a) "**service**" includes;
  (1) a service or program that is provided directly to people,
  (2) a service or program, other than a service or program described in clause (1), that supports a service or program described in that clause, or
  (3) a function that supports the operations of a person or entity that provides a service or program described in clause (1) or (2).

(b) "**integrate**" includes;
  (1) to co-ordinate services and interactions between different persons and entities,
  (2) to partner with another person or entity in providing services or in operating,
  (3) to transfer, merge or amalgamate services, operations, persons or entities,
  (4) to start or cease providing services,
  (5) to cease to operate or to dissolve or wind up the operations of a person or entity,

and "**integration**" has a similar meaning.

ARTICLE 7.0 — PERFORMANCE

7.1 **Performance.** The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 **Performance Factors.**

(a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
  (1) describe the Performance Factor and its actual or anticipated impact;
  (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
  (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
  (4) address any other issue or matter the party wishes to raise with the other party.

(b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").

(c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

7.3 Performance Meetings. During a meeting on performance, the parties will:

(a) discuss the causes of a Performance Factor;

(b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and

(c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

(a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
   (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
   (2) the conduct of a Review;
   (3) an amendment of the HSP's obligations; and
   (4) an in-year, or year end, adjustment to the Funding,

   among other possible means of responding to the Performance Factor or improving performance.

(b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the LHIN, acting

reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

(a) the LHIN will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;

(b) the LHIN will not require the HSP to prepare an Improvement Plan; and

(c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 — REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

(a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.

(b) **Specific Obligations.** The HSP:

(1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports other than personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement or LHSIA or for the purposes that are prescribed under any Applicable Law;

(2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;

(3) will fulfil the specific reporting requirements set out in Schedule C;

(4) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and

(5) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

(c) **RAI MDS**. Without limiting the foregoing, the HSP:
   (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
   (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
   (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
   (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.

(d) **Health Quality Ontario.** The HSP will submit a Quality Improvement Plan to the Ontario Health Quality Council operating as Health Quality Ontario that is aligned with this Agreement and supports local health system priorities.

(e) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *FLSA*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.

(f) **Declaration of Compliance**. On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended by the LHIN from time to time through the term of this Agreement.

(g) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete,

or are inaccurate where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:

(1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars ($250.00), and;

(2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

(a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

(1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and

(2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

(b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.

(c) To assist in respect of the rights set out in (a) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.

(d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will:

(a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;

(b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

(c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

(a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 — ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term *"Publication"* means: an

annual report; a strategic plan; a material publication on a consultation about a possible integration; a material publication on community engagement; and, a material report to the community that the HSP develops and makes available to the public in electronic or hard copy.

9.2 Acknowledgment of Funding Support.

(a) The following statement will be included on the HSP's website, on all Publications and, upon request of the LHIN, on any other publication of the HSP relating to a HSP initiative:

> "The [Insert name of HSP] receives funding from [Insert name of LHIN] Local Health Integration Network. The opinions expressed in this publication do not necessarily represent the views of [Insert name of LHIN] Local Health Integration Network."

(b) Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For the LHIN, this includes any insignia or logo of Her Majesty the Queen in right of Ontario.

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

(a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) it has the experience and expertise necessary to carry out the Services;

(c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;

(d) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;

(e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and

(f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

10.2 Execution of Agreement. The HSP represents and warrants that:

(a) it has the full power and authority to enter into this Agreement; and

(b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 Governance.

(a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
(1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
(2) to ensure the ongoing effective functioning of the HSP;
(3) for effective and appropriate decision-making;
(4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
(5) for the prudent and effective management of the Funding;
(6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and LHSIA;
(7) to enable the preparation, approval and delivery of all Reports;
(8) to address complaints about the provision of Services, the management or governance of the HSP; and
(9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that it:
(1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
(2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
(3) will enforce the HSP's rights under the Performance Agreement.

10.4 Funding, Services and Reporting. The HSP represents, warrants and covenants that:

(a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;

(b) the Services are and will continue to be provided:
   (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
   (2) in compliance with Applicable Law and Applicable Policy; and

(c) every Report is and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report, and any material change to a Report will be communicated to the LHIN immediately.

10.5 **Supporting Documentation**. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 — LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 **Limitation of Liability**. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

11.2 **Same**. For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

11.3 **Indemnification**. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon,

occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

(a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the HSP would maintain including, but not limited to, the following at its own expense.

(1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

A. The Indemnified Parties as additional insureds,
B. Contractual Liability,
C. Cross-Liability,
D. Products and Completed Operations Liability,
E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage,
F. Tenants Legal Liability (for premises/building leases only),
G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
H. A 30 Day written notice of cancellation, termination or material change.

(2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and

will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance**. The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 – TERMINATION

12.1 Termination by the LHIN.

(a) **Immediate Termination**. The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:

(1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;

(2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(3) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;

(4) the Home has been closed in accordance with the Act; or

(5) as provided for in section 4.5, the LHIN does not receive the necessary funding from the MOHLTC.

(b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the LHIN will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

(c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the LHIN may terminate this Agreement:

(1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
(2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and

the LHIN may then terminate this Agreement in accordance with the Notice.

12.2 Termination of Services by the HSP.

(a) Except as provided in section 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.

(b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.

(c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

12.3 Consequences of Termination.

(a) If this Agreement is terminated pursuant to this Article, the LHIN may:
(1) cancel all further Funding instalments;
(2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
(3) determine the HSP's reasonable costs to wind down the Services; and
(4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).

(b) Despite (a), if the cost determined pursuant to section 12.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

12.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0 — NOTICE

13.1 Notice. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the LHIN:

South West Local Health Integration Network

356 Oxford Street West, London ON N6H 1T3

Attention: Renato Discenza, Interim Chief Executive Officer

Fax: 519-657-7345

Email: renato.discenza@lhins.on.ca

To the HSP:

Dearness Home for Senior Citizens

710 Southdale Road East, London ON N6E 1R8

Attention: Sandra Datars Bere, Managing Dir. Housing, Social Svcs & Dearness

Fax: N/A

Email: sdatarsb@london.ca

13.2 **Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 — INTERPRETATION

14.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

14.2 **Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.

14.3 **Determinations by the Director**. All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.

14.4 **The Act**. For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 15.0 — ADDITIONAL PROVISIONS

15.1 **Currency**. All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.

15.2 **Invalidity or Unenforceability of Any Provision**. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

15.3 **Terms and Conditions on Any Consent**. Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.

15.4 **Waiver**. A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

15.5 **Parties Independent**. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

15.6 **LHIN is an Agent of the Crown**. The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or

contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

15.7 **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and LHSIA, nor the right to exercise its rights under these statutes at any time.

15.8 **No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.

15.9 **Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

15.10 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 10.4, 10.5 and 12.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

15.11 **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

15.12 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.

15.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 16.0 — ENTIRE AGREEMENT

16.1 **Entire Agreement.** This Agreement together with the appended Schedules

constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The parties have executed this Agreement on the dates set out below.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By:

_____ _____
DATE

Andrew Chunilall, Acting Board Chair

And by:

_____ _____
DATE

Renato Discenza, Interim Chief Executive Officer

THE CORPORATION OF THE CITY OF LONDON
Dearness Home for Senior Citizens

By:

_____ _____
DATE

Ed Holder, Mayor

I have authority to bind the HSP

And by:

_____ _____
DATE

Catharine Saunders, City Clerk

I have authority to bind the HSP

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.1 General Information				
Name of Licensee: (as referred to on your Long-Term Care Home Licence)	The Corporation of the City of London			
Name of Home: (as referred to on your Long-Term Care Home Licence)	Dearness Home			
LTCH Master Number (e.g. NH9898)	H11483			
Address	710 Southdale Rd East			
City	London , Ontario		Postal Code	N6E 1R8
Accreditation organization	CARF			
Date of Last Accreditation (Award Date – e.g. May 31, 2019)	June 24,2016		Year(s) Awarded (e.g. 3 years)	3 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N	N

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.2 Licenced or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)	243					Municipal Home Bed approval from June 1st 2010	Note: Each individual licence should be on a separate row. Please add additional rows as required.
TOTAL BEDS (1)	243						Add total of all beds (A,B,C, UpD, New)

Please include information specific to the following types of licenses on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization			Note: Each individual licence should be on a separate row. Please add additional rows as required.
2. Licence Type	**Total # of Beds**	**Licence Expiry Date** (e.g. May 31, 2025)	**Comments/Additional Information**
Temporary			
Temporary Emergency			
Short-Term Authorization			
TOTAL BEDS (2)			Add total of all beds
TOTAL # OF ALL LICENSED BEDS (1) + (2)	243		Add total # of all licenced beds captured under (1) and (2) above

Usage Type	Total # of Beds	Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Long Stay Beds (not including beds below)	241		Input number of regular long stay beds
Convalescent Care Beds			
Respite Beds	2	Dec 31, 2019	Approved annually
ELDCAP Beds			
Interim Beds			

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.2 Licenced or Approved Beds & Classification / Bed Type			
Veterans' Priority Access beds			
Beds in Abeyance (BIA)			Expiry date represents the end date of the BIA Agreement
Designated specialized unit beds			
Other beds *			
Total # of all Bed Types (3)	243		Add total number of beds by usage type

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

Schedule A - 2019-2022 Description of Home and Services
LTCH Name: Dearness Home

A.3 Structural Information			
Type of Room (this refers to structural layout rather than what is charged in accommodations).			
Room Type	**Rooms**	**Multiplier**	**Number of beds**
Number of rooms with 1 bed	243	x 1	243
Number of rooms with 2 beds		x 2	
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	**243**	**Total Number of Beds***	**243**
*Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2			
Original Construction Date (Year)	2004		
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 2) 3) 4)		

Number of Units/Resident Home Areas and Beds	
Unit/Resident Home Area	**Number of Beds**
9 Units	27 beds each unit
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	**243**

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"Allowable Subsidy" refers to Allowable Subsidy as defined in s. 3 of Reg. 264/07 under LHSIA.

"**Construction Funding Subsidy**" or **"CFS"** means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a "**Development Agreement**").

"**CFS Commitments**" means

(a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the LHIN on June 30, 2010, and

(b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"Envelope" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

(a) the "Nursing and Personal Care" Envelope;
(b) the "Program and Support Services" Envelope;
(c) the "Raw Food" Envelope; and
(d) the "Other Accommodation" Envelope.

"**Estimated Provincial Subsidy**" means the estimated provincial subsidy to be provided by a LHIN to an HSP calculated in accordance with Applicable Law and Applicable Policy.

"Reconciliation Report" refers to the Reconciliation Report as referenced in s. 3 of Reg 264/07 under LHSIA.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22^{nd}) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC

in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	**Estimated Due Dates[1]**
2019 – Jan 01-19 to Sept 30-19	By October 15, 2019
2020 – Jan 01-20 to Sept 30-20	By October 15, 2020
2021 – Jan 01-21 to Sept 30-21	By October 15, 2021
2. Long-Term Care Home Annual Report	
Reporting Period	**Estimated Due Dates[1]**
2019 – Jan 01-19 to Dec 31-19	By September 30, 2020
2020 – Jan 01-20 to Dec 31-20	By September 30, 2021
2021 – Jan 01-21 to Dec 31-21	By September 30, 2022
3. French Language Services Report	
Fiscal Year	**Due Dates**
2019-20 – Apr 01-19 to March 31-20	April 30, 2020
2020-21 – Apr 01-20 to March 31-21	April 30, 2021
2021-22 – Apr 01-21 to March 31-22	April 30, 2022
4. OHRS/MIS Trial Balance Submission	
2018-2019	**Due Dates (Must pass 3c Edits)**
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year) Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	January 31, 2019 – Optional Submission
Q4 – Apr 01-18 to March 31-19 (Fiscal Year) Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	May 31, 2019
2019-2020	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-19 to Sept 30-19 (Fiscal Year) Q2 – Jan 01-19 to June 20-19 (Calendar Year)	October 31, 2019
Q3 – Apr 01-19 to Dec 31-19 (Fiscal Year) Q3 – Jan 01-19 to Sep 30-19 (Calendar Year)	January 31, 2020 – Optional Submission
Q4 – Apr 01-19 to March 31-20 (Fiscal Year) Q4 – Jan 01-19 to Dec 31-19 (Calendar Year)	May 31, 2020
2020-2021	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-20 to Sept 30-20 (Fiscal Year) Q2 – Jan 01-20 to June 20-20 (Calendar Year)	October 31, 2020
Q3 – Apr 01-20 to Dec 31-20 (Fiscal Year) Q3 – Jan 01-20 to Sep 30-20 (Calendar Year)	January 31, 2021 – Optional Submission
Q4 – Apr 01-20 to March 31-21 (Fiscal Year) Q4 – Jan 01-20 to Dec 31-20 (Calendar Year)	May 31, 2021
2021-2022	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-21 to Sept 30-21 (Fiscal Year) Q2 – Jan 01-21 to June 20-21 (Calendar Year)	October 31, 2021
Q3 – Apr 01-21 to Dec 31-21 (Fiscal Year) Q3 – Jan 01-21 to Sep 30-21 (Calendar Year)	January 31, 2022 – Optional Submission
Q4 – Apr 01-21 to March 31-22 (Fiscal Year) Q4 – Jan 01-21 to Dec 31-21 (Calendar Year)	May 31, 2022
5. Compliance Declaration	

[1] These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Funding Year	Due Dates
January 1, 2019 – December 31, 2019	March 1, 2020
January 1, 2020 – December 31, 2020	March 1, 2021
January 1, 2021 – December 31, 2021	March 1, 2022

Schedule C – Reporting Requirements Cont'd

6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	**Estimated Final Due Dates[1]**
2018-2019 Q4	May 31, 2019
2019-2020 Q1	August 31, 2019
2019-2020 Q2	November 30, 2019
2019-2020 Q3	February 29, 2020
2019-2020 Q4	May 31, 2020
2020-2021 Q1	August 31, 2020
2020-2021 Q2	November 30, 2020
2020-2021 Q3	February 28, 2021
2020-2021 Q4	May 31, 2021
2021-2022 Q1	August 31, 2021
2021-2022 Q2	November 30, 2021
2021-2022 Q3	February 28, 2022
2021-2022 Q4	May 31, 2022
7. Staffing Report	
Reporting Period	**Estimated Due Dates[1]**
January 1, 2019 – December 31, 2019	July 3, 2020
January 1, 2020 – December 31, 2020	July 2, 2021
January 1, 2021 – December 31, 2021	July 1, 2022
8. Quality Improvement Plan ***(submitted to Health Quality Ontario (HQO))***	
Planning Period	**Due Dates**
April 1, 2019 – March 31, 2020	April 1, 2019
April 1, 2020 – March 31, 2021	April 1, 2020
April 1, 2021 – March 31, 2022	April 1, 2021

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:
n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2019/20 Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from LHIN Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

Schedule D – Performance

2.0 LHIN-Specific Performance Obligations

The number of visits to the emergency department (ED) made by residents of long-term care homes (LTCH) per 100 LTCH residents.

Facility	Baseline	Target (12% Improvement)	Corridor (10% Improvement)
Dearness Home	9.5%	8.37%	8.56%

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE
Issued pursuant to the Long Term Care Service Accountability Agreement

To: **The Board of Directors** of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: **The Board of Directors** (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: January 1, 2019 – December 31, 2019 (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

(i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and

(ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2019.

_____
[insert name of individual authorized by the Board to make the Declaration on the Board's behalf], [insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

Bill No. 109
2019

By-law No. A.-____-___

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.

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

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network under the *Local Health System Integration Act, 2006;*

AND WHEREAS a Local Health Integration network, established under the *Local Health System Integration Act, 2006*, may provide funding to a health service provider, defined to include a municipality maintaining a long-term care home, in respect of services that the service provider provides in or for the geographic area of the network;

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

1. The 2019-2022 Multi-Sector Accountability Agreement (M-SAA) to be entered into between The Corporation of the City of London and the South West Local Health Integration Network, for the provision of funding with respect to the Adult Day Program, attached as Schedule "1" to this By-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved in section 1 above.

3. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – March 26, 2019
Second reading – March 26, 2019
Third reading – March 26, 2019

Schedule 1

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

with

THE CORPORATION OF THE CITY OF LONDON

Effective date: April 1, 2019

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Schedules

A – Total LHIN Funding

B – Reports

C – Directives, Guidelines and Policies

D – Performance

E – Project Funding Agreement Template

F – Declaration of Compliance

THIS AGREEMENT effective as of the 1st day of April, 2019

Between:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

(the "LHIN")

AND

THE CORPORATION OF THE CITY OF LONDON

(the "HSP")

Background

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* ("LHSIA"), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely "to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks".

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA, intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities including those described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN; in the provincial strategic plan for the health system; and, in the LHIN's Integrated Health Services Plan.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

ARTICLE 1.0 — DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings:

"**Accountability Agreement**" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement;

"**Active Offer**" means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

"**Agreement**" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

"**Annual Balanced Budget**" means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

"**Applicable Law**" means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement;

"**Applicable Policy**" means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the LHIN, the MOHLTC or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule C;

"**Board**" means:

(a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the LHIN and is:
(1) a corporation, the board of directors;
(2) a First Nation, the band council; and
(3) a municipality, the municipal council;
and,

(b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and may be:
(1) a corporation, the board of directors;
(2) a First Nation, the band council;
(3) a municipality, the committee of management;
(4) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;

"**Budget**" means the budget approved by the LHIN and appended to this Agreement in Schedule A;

"**CEO**" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"**Chair**" means, if the HSP is:

(a) a corporation, the Chair of the Board;

(b) a First Nation, the Chief; and

(c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

"**Compliance Declaration**" means a compliance declaration substantially in the form set out in Schedule F;

"**Confidential Information**" means information that is: (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided

to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

"**Conflict of Interest**" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

(a) the HSP;

(b) a member of the HSP's Board; or

(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

"**Controlling Shareholder**" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

"**Days**" means calendar days;

"**Designated**" means designated as a public service agency under the FLSA;

"**Digital Health**" has the meaning ascribed to it in the Accountability Agreement and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

"**Effective Date**" means April 1, 2019;

"**Explanatory Indicator**" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator;

"**Factors Beyond the HSP's Control**" include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

(a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;

(b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);

(c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and

(d) catastrophic events, such as natural disasters and infectious disease outbreaks;

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under it as it and they may be amended from time to time;

"**FLSA**" means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

"**Funding**" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

"**Funding Year**" means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

"**Health System Funding Reform**" has the meaning ascribed to it in the Accountability Agreement, and is a funding strategy that features quality-based funding to facilitate fiscal sustainability through high quality, evidence-based and patient-centred care;

"**HSP's Personnel and Volunteers**" means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

"**Identified**" means identified by the LHIN or the MOHLTC to provide French language services;

"**Indemnified Parties**" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review;

"**Interest Income**" means interest earned on the Funding;

"**LHIN Cluster**" has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities;

"**LHSIA**" means the *Local Health System Integration Act, 2006,* and the regulations made under it, as it and they may be amended from time to time;

"**Mandate Letter**" has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from MOHLTC to the LHIN establishing priorities in accordance with the Premier's mandate letter to MOHLTC;

"**Minister**" means the Minister of Health and Long-Term Care;

"**MOHLTC**" means the Minister or the Ministry of Health and Long-Term Care, as the context requires;

"**Monitoring Indicator**" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;

"**MSAA Indicator Technical Specifications document**" means, as the context requires, either or both of the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Indicator Technical Specifications November 5, 2018 Version 1.3" and the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Target and Corridor-Setting Guidelines" as they may be amended or replaced from time to time;

"**Notice**" means any notice or other communication required to be provided pursuant to this Agreement or LHSIA;

"**Performance Agreement**" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP's annual quality improvement plan under the *Excellent Care for All Act, 2010;*

"**Performance Corridor**" means the acceptable range of results around a Performance Target;

"**Performance Factor**" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement;

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

"**Performance Standard**" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

"**Performance Target**" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

"**person or entity**" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

"**Planning Submission**" or "**CAPS**" or "**Community Accountability Planning Submission**" means the HSP Board approved planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN;

"**Program Parameter**" means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

"**Project Funding Agreement**" means an agreement in the form of Schedule D that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

"**Reports**" means the reports described in Schedule B as well as any other reports or information required to be provided under LHSIA or this Agreement;

"**Review**" means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP's financial statements;

"**Schedule**" means any one, and "**Schedules**" mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Total LHIN Funding;
Schedule B: Reports;
Schedule C: Directives, Guidelines and Policies;
Schedule D: Performance;
Schedule E: Project Funding Agreement Template; and
Schedule F: Declaration of Compliance.

"**Service Plan**" means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

"**Services**" means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

"**Service Volume**" means a measure of Services for which a Performance Target is set;

"**Transition Plan**" means a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

"**2014-18 MSAA**" means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation", as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

1.3 **MSAA Indicator Technical Specification Document.** This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

ARTICLE 2.0 — TERM AND NATURE OF THIS AGREEMENT

2.1 **Term.** The term of this Agreement will commence on the Effective Date and will expire on March 31, 2022 unless terminated earlier or extended pursuant to its terms.

2.2 **A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.

ARTICLE 3.0 — PROVISION OF SERVICES

3.1 **Provision of Services.**

(a) The HSP will provide the Services in accordance with, and otherwise comply with:
   (1) the terms of this Agreement, including the Service Plan;
   (2) Applicable Law; and
   (3) Applicable Policy.

(b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.

(c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.

(d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

(e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient.

3.2 Subcontracting for the Provision of Services.

(a) The parties acknowledge that, subject to the provisions of LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

(c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

(d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.

3.3 **Conflict of Interest**. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 **Digital Health**. The HSP agrees to:

(a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;

(b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN as the case may be;

(c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;

(d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and

(e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

3.5 **French Language Services**.

3.5.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.5.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

(a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;

(b) work towards applying the principles of Active Offer in the provision of services;

(c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and

(d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.5.3 If Identified. If the HSP is Identified it will:

(a) work towards applying the principles of Active Offer in the provision of services;

(b) provide services to the public in French in accordance with its existing French language services capacity;

(c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;

(d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;

(e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;

(f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community; and

(g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.5.4 If Designated. If the HSP is Designated it will:

(a) apply the principles of Active Offer in the provision of services;

(b) continue to provide services to the public in French in accordance with the provisions of the FLSA;

(c) maintain its French language services capacity;

(d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by Notice, require; and

(e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

3.6 **Mandate Letter language**. The LHIN will receive a Mandate Letter from MOHLTC annually. Each Mandate Letter articulates areas of focus for the LHIN, and MOHLTC's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.

3.7 **Policies, Guidelines, Directives and Standards**. Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

ARTICLE 4.0 — FUNDING

4.1 **Funding**. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:

(a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and

(b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

(a) will not provide any funds to the HSP until this Agreement is fully executed;

(b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

(d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and

(e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

4.3 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.4 Additional Funding.

(a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.

(b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.

(c) **Funding Increases**. Before the LHIN can make an allocation of additional funds to the HSP, the parties will:
(1) agree on the amount of the increase;
(2) agree on any terms and conditions that will apply to the increase; and

(3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 Conditions of Funding.

(a) The HSP will:
(1) fulfill all obligations in this Agreement;
(2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
(3) spend the Funding only in accordance with the Service Plan; and
(4) plan for and achieve an Annual Balanced Budget.

(b) The LHIN may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

(c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement.

4.6 Interest.

(a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.

(b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.

(c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the LHIN may take one or more of the following actions:
(1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;
(2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

(a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;

(b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure; and

(c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

4.8 Procurement of Goods and Services.

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over $25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.9 Disposition. The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded $25,000 at the time of purchase.

ARTICLE 5.0 — REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

(a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.

(b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement and subject to section 12.4, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used

for purposes not permitted by this Agreement. The LHIN will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.

(c) **On Reconciliation and Settlement**. If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the LHIN will require the repayment of the excess Funding.

(d) **As a Result of Performance Management or System Planning**. If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may take one or more of the following actions:
(1) adjust the Funding to be paid under Schedule A,
(2) require the repayment of excess Funding;
(3) adjust the amount of any future funding installments accordingly.

(e) **In the Event of Forecasted Surpluses**. If the HSP is forecasting a surplus, the LHIN may take one or more of the following actions:
(1) adjust the amount of Funding to be paid under Schedule A,
(2) require the repayment of excess Funding;
(3) adjust the amount of any future funding installments accordingly.

(f) **On the Request of the LHIN**. The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
(1) has provided false information to the LHIN knowing it to be false;
(2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
(3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.

(g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 **Provision for the Recovery of Funding**. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has

occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 Process for Recovery of Funding. If the LHIN, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the LHIN will give 30 Days' Notice to the HSP.

The Notice will describe:

(a) the amount of the proposed recovery;

(b) the term of the recovery, if not permanent;

(c) the proposed timing of the recovery;

(d) the reasons for the recovery; and

(e) the amendments, if any, that the LHIN proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the LHIN about the matters set out in the Notice within 14 Days of receiving the Notice.

The LHIN will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out in the LHIN's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

5.4 Settlement and Recovery of Funding for Prior Years.

(a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within 7 years of the provision of the

funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

5.5 Debt Due.

(a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

(b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.6 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 — PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice.** The LHIN will give at least 60 Days' Notice to the HSP of the date by which a CAPS must be submitted to the LHIN.

(b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and may be required to incorporate:
(1) prudent multi-year financial forecasts;
(2) plans for the achievement of Performance Targets; and
(3) realistic risk management strategies.

It will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

(c) **Multi-year Planning Targets.** Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,

(1) the HSP acknowledges that if it is provided with planning targets, these targets:

a. are targets only,
b. are provided solely for the purposes of planning,
c. are subject to confirmation, and
d. may be changed at the discretion of the LHIN in consultation with the HSP.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and

(2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements**. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

(a) **Community Engagement**. The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.

(b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.

(c) **Reporting**. The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

(a) **General.** A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

(1) the HSP is considering an integration or an integration of services, as defined in LHSIA between the HSP and another person or entity;

(2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;

(3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or

(4) if requested by the LHIN.

(b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

6.5 Definitions. In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

ARTICLE 7.0 — PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement.

They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

(a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
  (1) describe the Performance Factor and its actual or anticipated impact;
  (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
  (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
  (4) address any other issue or matter the party wishes to raise with the other party.

(b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").

(c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 Performance Meetings. During a meeting on performance, the parties will:

(a) discuss the causes of a Performance Factor;
(b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
(c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

(a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
  (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
  (2) the conduct of a Review;

(3) an amendment of the HSP's obligations;
(4) an in-year, or year-end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

(b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the LHIN, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

(a) the LHIN will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;

(b) the LHIN will not require the HSP to prepare an Improvement Plan; and

(c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 — REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

(a) **Generally**. The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.

(b) **Specific Obligations**. The HSP:
(1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than

personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, LHSIA or for the purposes that are prescribed under any Applicable Law;

(2) will fulfil the specific reporting requirements set out in Schedule B;

(3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and

(4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

(c) **French Language Services**. If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.

(d) **Declaration of Compliance**. Within 90 Days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the LHIN from time to time through the term of this Agreement.

(e) **Financial Reductions**. Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:

(1) its CAPS is received after the due date;

(2) its CAPS is incomplete;

(3) the quarterly performance reports are not provided when due; or

(4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:

(1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars ($250.00); and

(2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

(a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

(1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and

(2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

(b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under LHSIA or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.

(c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.

(d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

(a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement;

(b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

(c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

(a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, LHSIA, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 — ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public,

regardless of whether the material is provided electronically or in hard copy. Examples include a website, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

(a) The HSP agrees all publications will include
   (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and
   (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.

(b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

(a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) it has the experience and expertise necessary to carry out the Services;

(c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;

(d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and

(e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

10.2 Execution of Agreement. The HSP represents and warrants that:

(a) it has the full power and authority to enter into this Agreement; and

(b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 Governance.

(a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
(1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
(2) to ensure the ongoing effective functioning of the HSP;
(3) for effective and appropriate decision-making;
(4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
(5) for the prudent and effective management of the Funding;
(6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with LHSIA;
(7) to enable the preparation, approval and delivery of all Reports;
(8) to address complaints about the provision of Services, the management or governance of the HSP; and
(9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that:
(1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;
(2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;

(3) it will enforce the HSP's rights under the Performance Agreement; and
(4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

10.4 Funding, Services and Reporting. The HSP represents warrants and covenants that:

(a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;

(b) the Services are and will continue to be provided:
(1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
(2) in compliance with Applicable Law and Applicable Policy; and

(c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 — LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 Limitation of Liability. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

11.2 Ibid. For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not

contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

11.3 Indemnification. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

(a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:

(1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

a. The Indemnified Parties as additional insureds;
b. Contractual Liability;
c. Cross-Liability;
d. Products and Completed Operations Liability;

e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
f. Tenants Legal Liability; (for premises/building leases only);
g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
h. A 30-Day written notice of cancellation, termination or material change.

(2) **Proof of WSIA Coverage**. Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance**. The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 — TERMINATION AND EXPIRY OF AGREEMENT

12.1 Termination by the LHIN.

(a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.

(b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.

(c) **For Cause.** The LHIN may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:
(1) in the opinion of the LHIN:
a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
b. the HSP breaches any material provision of this Agreement;
c. the HSP is unable to provide or has discontinued all or part of the Services; or
d. it is not reasonable for the HSP to continue to provide all or part of the Services;
(2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
(3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
(4) the HSP ceases to carry on business.

(d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
(1) misuse of Funding;
(2) a failure or inability to provide the Services as set out in the Service Plan;
(3) a failure to provide the Compliance Declaration;
(4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;
(5) a failure to respond to LHIN requests in a timely manner;
(6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of

Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and

(7) a Conflict of Interest that cannot be resolved.

(e) **Transition Plan.** In the event of termination by the LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

(a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:

(1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and

(2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.

(b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

(a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN may terminate this Agreement:

(1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or

(2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.

(b) **Failure to Remedy.** If the LHIN has provided the HSP with an opportunity to remedy the breach, and:

(1) the HSP does not remedy the breach within the time period specified in the Notice;

(2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or

(3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,

then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.

12.4 Consequences of Termination. If this Agreement is terminated pursuant to this Article, the LHIN may:

(a) cancel all further Funding instalments;

(b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;

(c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and

(d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).

12.5 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.6 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

12.7 Expiry of Agreement. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN, along with a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the

expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.

12.8 **Failure to Provide Notice of Expiry.** If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this Agreement for so long as the LHIN may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 13.0 — NOTICE

13.1 **Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the LHIN:

South West Local Health Integration Network

356 Oxford Street West, London ON N6H 1T3

Attention: Renato Discenza, Interim Chief Executive Officer

Fax: 519-657-7345

Email: renato.discenza@lhins.on.ca

To the HSP:

The Corporation of the City of London

710 Southdale Road East, London, ON N6E 1R8

Attention: Sandra Datars Bere, Managing Dir. Housing, Social Svcs & Dearness

Fax: N/A

Email: sdatarsb@london.ca

13.2 **Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 — ADDITIONAL PROVISIONS

14.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

14.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

14.3 **Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

14.4 **Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

14.5 **LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this

Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

14.6 Express Rights and Remedies Not Limited. The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including LHSIA, nor the right to exercise its rights under these statutes at any time.

14.7 No Assignment. The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.

14.8 Governing Law. This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

14.9 Survival. The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

14.10 Further Assurances. The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

14.11 Amendment of Agreement. This Agreement may only be amended by a written agreement duly executed by the parties.

14.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15.0 — ENTIRE AGREEMENT

15.1 Entire Agreement. This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that

where the LHIN has provided Funding to the HSP pursuant to an amendment to the 2014-2018 MSAA, the 2018 Multi-Sector Accountability Agreement, or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions

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of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

The parties have executed this Agreement on the dates set out below.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By:

_____ _____
DATE

Andrew Chunilall, Acting Board Chair

And by:

_____ _____
DATE

Renato Discenza, Interim Chief Executive Officer

THE CORPORATION OF THE CITY OF LONDON
Dearness Home for Senior Citizens

By:

_____ _____
DATE

Ed Holder, Mayor

I have authority to bind the HSP

And by:

_____ _____
DATE

Catharine Saunders, City Clerk

I have authority to bind the HSP

Schedule A: Total LHIN Funding

2019-2020

Health Service Provider: The Corporation of the City of London

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHRS VERSION 10.2	2019-2020 Plan Target
REVENUE			
LHIN Global Base Allocation	1	F 11006	$479,434
MOHLTC Base Allocation	4	F 11010	$0
MOHLTC Other funding envelopes	5	F 11014	$0
LHIN One Time	6	F 11008	$0
MOHLTC One Time	7	F 11012	$0
Paymaster Flow Through	8	F 11019	$0
Service Recipient Revenue	9	F 11050 to 11090	$147,711
Subtotal Revenue LHIN/MOHLTC	10	**Sum of Rows 1 to 9**	**$627,145**
Recoveries from External/Internal Sources	11	F 120*	$0
Donations	12	F 140*	$0
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	$0
Subtotal Other Revenues	14	**Sum of Rows 11 to 13**	$0
TOTAL REVENUE FUND TYPE 2	15	**Sum of Rows 10 and 14**	**$627,145**
EXPENSES			
Compensation			
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	$286,078
Benefit Contributions	18	F 31040 to 31085 , 35040 to 35085	$87,882
Employee Future Benefit Compensation	19	F 305*	$0
Physician Compensation	20	F 390*	$0
Physician Assistant Compensation	21	F 390*	$0
Nurse Practitioner Compensation	22	F 380*	$0
Physiotherapist Compensation (Row 128)	23	F 350*	$0
Chiropractor Compensation (Row 129)	24	F 390*	$0
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	$0
Sessional Fees	26	F 39092	$0
Service Costs			
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	$0
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	$123,898
Community One Time Expense	29	F 69596	$0
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	$0
Amortization on Major Equip, Software License & Fees	31	F 750* , 780*	$0
Contracted Out Expense	32	F 8*	$54,288
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	$73,000
Building Amortization	34	F 9*	$0
TOTAL EXPENSES FUND TYPE 2	35	**Sum of Rows 17 to 34**	**$627,145**
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	**Row 15 minus Row 35**	$0
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	$0
SURPLUS/DEFICIT Incl. Amortization of Grants/Donations	38	**Sum of Rows 36 to 37**	$0
FUND TYPE 3 - OTHER			
Total Revenue (Type 3)	39	F 1*	$0
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0
NET SURPLUS/(DEFICIT) FUND TYPE 3	41	**Row 39 minus Row 40**	$0
FUND TYPE 1 - HOSPITAL			
Total Revenue (Type 1)	42	F 1*	$0
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0
NET SURPLUS/(DEFICIT) FUND TYPE 1	44	**Row 42 minus Row 43**	$0
ALL FUND TYPES			
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	$627,145
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	$627,145
NET SURPLUS/(DEFICIT) ALL FUND TYPES	47	**Row 45 minus Row 46**	$0
Total Admin Expenses Allocated to the TPBEs			
Undistributed Accounting Centres	48	F 72 7*, F 72 8*, F 72 9*, F 82*	$0
Plant Operations	49	F 72 1 5*, F 72 1 6*	$0
Volunteer Services	50	F 72 1 40*	$0
Information Systems Support	51	F 72 1 25*	$0
General Administration	52	F 72 1 10*	$98,146
Other Administrative Expenses	53	F 72 1 12*, F 72 1 15*, F 72 1 20*, F 72 1 22*, F 72 1 3*, F 72 1 45*, F 72 1 7*, F 72 1 8*, F 72 1 9*	$0
Admin & Support Services	54	Sum of Rows 49-53	$98,146
Management Clinical Services	55	F 72 5 05	$0
Medical Resources	56	F 72 5 07	$0
Total Admin & Undistributed Expenses	57	**Sum of Rows 48, 54, 55-56 (included in Fund Type 2 expenses above)**	**$98,146**

Schedule B: Reports
COMMUNITY SUPPORT SERVICES
2019-2020
Health Service Provider: The Corporation of the City of London

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "*". When a reporting due date falls on a weekend, the report will be due on the next business day.

OHRS/MIS Trial Balance Submission (through OHFS)*	
2019-2020	**Due Date (Must pass 3c Edits)**
2019-2020 Q2	October 31, 2019
2019-2020 Q3	January 31, 2020
2019-2020 Q4	May 31, 2020

Supplementary Reporting - Quarterly Report (through SRI)*	
2019-2020	**Due Date**
2019-2020 Q2	November 7, 2019
2019-2020 Q3	February 7, 2020
2019-2020 Q4	June 7, 2020

Annual Reconciliation Report (ARR) through SRI and paper copy submission*

(All HSPs must submit both paper copy of ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided, and soft copy to be provided through SRI)

Fiscal Year	**Due Date**
2019-2020	June 30, 2020

Schedule B: Reports
COMMUNITY SUPPORT SERVICES
2019-2020
Health Service Provider: The Corporation of the City of London

Board Approved Audited Financial Statements *	
(All HSPs must submit a paper copy of Board Approved Audited Financial Statements, duly signed, to the Ministry and the respective LHIN where funding is provided.)	
Fiscal Year	**Due Date**
2019-2020	June 30, 2020

Declaration of Compliance	
Fiscal Year	**Due Date**
2019-2020	June 30, 2020

Community Support Services – Other Reporting Requirements		
Requirement	**Due Date**	
French Language Service Report	2019-2020	April 30, 2020

Community Engagement and Integration Activities Reporting	
Fiscal Year	**Due Date**
2019-2020	June 30, 2020

SCHEDULE C – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY SUPPORT SERVICES
2019-2020
Health Service Provider: The Corporation of the City of London

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

• 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
• Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
• Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
• Broader Public Sector Perquisites Directive August 2011
• Broader Public Sector Procurement Directive July 2011
• Community Financial Policy, 2016
• Community Support Services Complaints Policy (2004)
• Guide to Requirements and Obligations Relating to French Language Health Services, November 2017
• Guideline for Community Health Service Providers Audits and Reviews, August 2012
• Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year
• Personal Support Services Wage Enhancement Directive, 2014
• Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
• Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
• Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012
• Screening of Personal Support Workers (2003)

Schedule D1: Core Indicators

2019-2020

Health Service Provider: The Corporation of the City of London

Performance Indicators	2019-2020 Target	Performance Standard
*Balanced Budget - Fund Type 2	$0	>=0
Proportion of Budget Spent on Administration	15.6%	<=18.8%
**Percentage Total Margin	0.00%	>= 0%
Service Activity by Functional Centre (Refer to Schedule D2a)		
Number of Individuals Served (by functional centre- Refer to Schedule D2a)		
Explanatory Indicators		
Cost per Unit Service (by Functional Centre)		
Cost per Individual Served (by Program/Service/Functional Centre)		
Client Experience		
Percentage of Alternate Level of Care (ALC) days (closed cases)		

* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget

** No negative variance is accepted for Total Margin

Schedule D2a: Clinical Activity- Detail

2019-2020

Health Service Provider: The Corporation of the City of London

OHRS Description & Functional Centre These values are provided for information purposes only. They are not Accountability Indicators.		2019-2020 Target	2019-2020 Performance Standard
Administration and Support Services 72 1			
Full-time equivalents (FTE)	72 1	**1.00**	n/a
Total Cost for Functional Centre	72 1	**$98,146**	n/a
CSS IH - Day Services 72 5 82 20			
Full-time equivalents (FTE)	72 5 82 20	**3.60**	n/a
Individuals Served by Functional Centre	72 5 82 20	**110**	88 - 132
Attendance Days Face-to-Face	72 5 82 20	**8,000**	7600 - 8400
Total Cost for Functional Centre	72 5 82 20	**$528,999**	n/a
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		**4.60**	n/a
Total Individuals Served by Functional Centre for all F/C		**110**	88 - 132
Total Attendance Days for all F/C		**8,000**	7600 - 8400
Total Cost for All F/C		**$627,145**	n/a

Schedule D2d: CSS Sector Specific Indicators

2019-2020

Health Service Provider: The Corporation of the City of London

Performance Indicators	2019-2020 Target	Performance Standard
No Performance Indicators	-	-

Explanatory Indicators
Number of persons waiting for service (by functional centre)

Schedule D3c Local: CSS Local Indicators

2019-2020

Health Service Provider: The Corporation of the City of London

Community Support Services Local Condition:

The Community Support Services (CSS's) will work with the South West LHIN to develop a process for reporting on the following indicators:

1) The number of individuals accepted to each CSS service (by calendar month).

2) The number of individuals that received their first service within 30 days of being accepted to service (by calendar month and service).

Once the process is developed the CSS's will report to the South West LHIN on a regular basis to be determined. Baseline and Target to be determined.

Language Amendment

Despite section 1.1, for purposes of this Agreement, "Board" means the municipal council of the HSP.

Schedule E: Project Funding
2019-2020

Health Service Provider: The Corporation of the City of London

Project Funding Agreement Template

Note:	This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by the LHIN.

THIS PROJECT FUNDING AGREEMENT ("PFA") is effective as of [insert date] (the "Effective Date") between:

XXX LOCAL HEALTH INTEGRATION NETWORK (the "**LHIN**")

- and -

[Legal Name of the Health Service Provider] (the "**HSP**")

WHEREAS the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms of pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the "Project");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

1.0 **Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:

"**Project Funding**" means the funding for the Services;

"**Services**" mean the services described in Appendix A to this PFA; and

"**Term**" means the period of time from the Effective Date up to and including [insert project end date].

2.0 **Relationship between the SAA and this PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.

3.0 **The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.

4.0 **Rates and Payment Process.** Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

5.0 **Representatives for PFA.**

(a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.

(b) The LHIN's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]

6.0 **Additional Terms and Conditions.** The following additional terms and conditions are applicable to this PFA.

(a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.

(b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]

By:

[insert name and title]

[XX] Local Health Integration Network

By:

[insert name and title]

Schedule E: Project Funding
2019-2020

Health Service Provider: The Corporation of the City of London

APPENDIX A: SERVICES

1. **DESCRIPTION OF PROJECT**

2. **DESCRIPTION OF SERVICES**

3. **OUT OF SCOPE**

4. **DUE DATES**

5. **PERFORMANCE TARGETS**

6. **REPORTING**

7. **PROJECT ASSUMPTIONS**

8. **PROJECT FUNDING**

   8.1 The Project Funding for completion of this PFA is as follows:

   8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time funding and is not to exceed [X].

Schedule F: Declaration of Compliance
2019-2020

Health Service Provider: The Corporation of the City of London

DECLARATION OF COMPLIANCE
Issued pursuant to the MSAA effective April 1, 2019

To: **The Board of Directors** of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: **The** [Insert as appropriate: "Municipal Council"; "Committee of Management"; or "Board of Management".] (the "Board") of the [insert name of HSP] (the "HSP")

Date: [insert date]

Re: April 1, 2019 – March 31, 2022 (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the LHIN and the HSP effective April 1, 2019.

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the "MSAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

(i) Article 4.8 of the MSAA concerning applicable procurement practices;
(ii) The *Local Health System Integration Act, 2006*;
(iii) The *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

_____
[insert name of Mayor], Mayor

Bill No. 110
2019

By-law No. A.-_____-___

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.

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 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 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 March 26 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – March 26, 2019
Second reading – March 26, 2019
Third reading – March 26, 2019

Schedule A

THIS PURCHASE OF SERVICE AGREEMENT with effect as of May 1, 2019.

BETWEEN:

LONDON ARTS COUNCIL
(hereinafter referred to as LAC)
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: "5. Economic, social and environmental well-being of the municipality"; and "7. Services and things that the municipality is authorized to provide under subsection (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 LAC is an incorporated not-for-profit charitable organization with a Board of Directors residing in London. LAC is a not-for-profit arts umbrella organization. The LAC is dedicated to enhancing the quality of life and to create vitality in London. The LAC works toward this goal through nurturing the awareness of, involvement in, and commitment to excellence at all levels of art in London. Its focus is on those programs and services that provide information, education and training, consultation and collaboration, representation and networking opportunities for the arts community, Londoners and visitors to the City of London;

AND WHEREAS the City wishes to retain the services of LAC to provide services including the administration of City funding for the Community Arts Investment Program (CAIP) and specified arts 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) "Services" means the services as set out in part 4 of this Agreement;

(b) "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. LAC 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. LAC 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. LAC 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 LAC's organization;

(b) Procedures to ensure the ongoing effective functioning of LAC;

(c) Decision-making mechanisms for LAC;

(d) Procedures to enable LAC 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 LAC to deal with such other matters as LAC considers necessary to ensure that LAC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LAC 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 LAC

4.1 LAC agrees to provide the following services (the "Services"):

(a) operate and administer the Community Arts Investment Program (CAIP) in accordance with the policies and procedures as approved by City Council from time to time for such program ("CAIP Policy");

(b) Operate, including maintaining and managing arts content on, the London Art Website www.londonarts.ca for the purpose of promoting arts programs delivered and administered by LAC and the City;

(c) Assist the City with the acquisition and de-accession of public art as outlined in the City's Public Art and Monuments Policy as follows:

(i) participate in the identification and selection of sites on an ongoing basis and provide advice to the Culture Manager related to the City's Public Art and Monuments Program;

(ii) administer the artist selection and design process for commissions, as per agreed upon time frames, including but not limited to developing and advertising expression of interest and/or request for proposal documents;

(iii) selection and facilitation of a juried process for recommending commissions, donations and purchases of public art; and

(iv) selection and facilitation of a juried process for recommending plans for de-accession of public art;

(d) operate and administer the "*Education Program and Job Operations Opportunities*" portfolio;

(e) showcasing the arts through various opportunities throughout each year;

(f) consult and meet with the Culture Manager on an ongoing basis concerning LAC's arts initiatives;

(g) participate with the City on and implement with the City, London's Cultural Prosperity Plan;

(h) 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; and

(i) provide advice and recommendations to and consult with the City on cultural matters as may be requested by the Culture Manager including without limitation to matters related to arts policy and guidelines, evaluation and arts education and engagement.

4.2 The City and LAC may agree in writing from time to time to add, eliminate, transfer or vary the Services supplied by the LAC to the City under this Agreement recognizing that the Fee paid by the City to the LAC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

(a) LAC 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.londonarts.ca, social media, flyers, posters, programs, banners) related to the Services provided by it under this Agreement.

(b) LAC shall require all recipients of funding as a condition of granting funds under the Community Arts Investment Program (CAIP) 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 CAIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CAIP GRANTS

5.1 For the Services, and subject to City budget approval, the City agrees to pay LAC a fee ("the Fee") of One hundred and fifty-seven thousand, five hundred dollars ($157,500) 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, a portion of the Fee in the amount of $111,500 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 on or before May 16th and 5% paid on receipt of the previous year's Annual Report by July 15th as required in accordance with section 6.6;

(c) LAC 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 LAC under this Agreement;

(e) if LAC has failed to submit when due any report required by the City under this Agreement;

(i) pending the completion of an audit of LAC's books and records, should the City decide to undertake such an audit;

(ii) if LAC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;

(iii) in the event that an audit of LAC's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Treasurer; and

(iv) if LAC has not provided the insurance certificate as required under this Agreement;

(f) the Fees 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 LAC.

5.2 LAC acknowledges and agrees that the Fee has been calculated generally using the following formula:

(a) Sixteen thousand dollars ($16,000) for assisting the City with the acquisition and de-accession of public art as outlined in the City's Public Art and Monuments Policy;

(b) Thirty thousand dollars ($30,000) for the operation and administration of the LAC's "*Education Program and Job Operation Opportunities*" Portfolio; and

(c) One hundred and eleven thousand five hundred dollars ($111,500) towards all other services to be provided by LAC under Part 4 of this Agreement.

5.3 Operation and administration of the Community Arts Investment Program (CAIP)

(a) LAC agrees that it shall;

(i) operate and administer the Community Arts Investment Program (CAIP) in accordance with the CAIP Policy;

(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 Arts Investment Program (CAIP);

(iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) into such account;

(iv) withdraw funds from such account only for the purpose of funding a program approved by the LAC under the Community Arts Investment Program (CAIP); and

(v) establish within its organization a volunteer (CAIP) Jury to review applications for the purpose of allocation of the CAIP funding. The decisions of the (CAIP) Jury shall be final and not subject to being changed by LAC Board Members, LAC staff, City Council or Civic Administration.

(b) LAC agrees that it shall consult with the Culture Manager about changes proposed by it to the CAIP Program.

(c) LAC acknowledges and agrees:

(i) that the funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) are subject to the 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 total funding for grants allocated to the program the City is not obligated to make any such payment to the LAC and LAC 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 LAC shall use the Fee and shall distribute the funds provided to it for allocation under the CAIP without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where

(a) LAC; or

(b) any person who has the capacity to influence LAC's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the LAC's objective, unbiased and impartial judgement relating to the use of the Fee/Funds provided to it for allocation under the CAIP.

PART 6 – RECORDS & REPORTING

6.1 Records. LAC 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 the LAC ceases operation, LAC 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 LAC and during normal business hours, enter upon the LAC's premises to review LAC'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 LAC's premises; and

(c) conduct any type of audit or investigation of the LAC in respect to any of its obligations under this Agreement.

6.4 LAC 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. LAC shall file with the City, no later than July 15th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of the LAC 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, LAC shall, on or before July 15th in each year, provide to the Culture Manager the previous year's annual report approved by the LAC Board of Directors, in a form satisfactory to the Culture Manager which shall include;

(a) Community Arts Investment Program (CAIP):

(i) a listing of annual CAIP recipients receiving funding;

(ii) a list of any unallocated funds that shall remain to be allocated as part of the CAIP allocation process for the term of this agreement;

(iii) a report on conflict of interest or formal complaints which were raised during the timeframe being reported; and

(iv) a descriptive multi-year report on the analysis of the trends and overall impacts of this grants program and process on arts for London, which includes an analysis of evaluation forms received from CAIP recipients during the term of this Agreement.

(b) An annual descriptive report, including measures about the programs that the LAC operates, which relate to the impact and alignment with the implementation of London's Cultural Prosperity Plan and Key Areas of Focus for 2019 to 2023.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LAC 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 LAC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LAC acknowledges and agrees 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 LAC 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"). LAC further acknowledges and agrees that it is the sole and exclusive responsibility of LAC 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 therefore and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LAC shall ensure that all its employees, agents, volunteers, or others for whom the LAC 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"). LAC 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. LAC 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 LAC 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*, LAC, 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 "A"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LAC 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, LAC 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 LAC'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. LAC 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 LAC 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 LAC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LAC.

8.4 LAC 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 LAC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LAC, its employees or persons for whom LAC 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) LAC further agrees, 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 LAC:

(a) LAC 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 LAC or it is dissolved;

(c) LAC ceases actual bona fide operation for a period of thirty (30) days;

(d) LAC has knowingly submitted false or misleading information to the City; or

(e) LAC 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 Arts Investment Program (CAIP);

(b) provide the LAC 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 Arts Investment Program (CAIP) remaining in the possession or under the control of the LAC;

(f) demand the repayment of any amount equal to any of the Fee LAC 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 Arts Investment Program (CAIP) 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 LAC;

(i) demand the repayment of any amount equal to the funds provide by the City to LAC for allocation under the Community Arts Investment Program (CAIP); or

(j) terminate this Agreement at any time, including immediately, upon giving Notice to LAC.

9.3 LAC Not Remedying. If under section 9.2 the City has provided LAC with an opportunity to remedy the event of default and LAC 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 CAIP funds to the City. If the City has demanded any repayment under section 9.2, LAC 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 60 days' notice in writing to the other, or by the City and LAC 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, LAC 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, LAC 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 Arts Investment Program (CAIP) 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 whatever 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 LAC unless in writing signed by each of them.

10.5 LAC 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, or recognized courier 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 LAC 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 Arts 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. LAC 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 LAC 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 ARTS COUNCIL

_____

Andrea Hibbert*, Executive Director

*I have authority to bind the Corporation

SCHEDULE "A"

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 Arts Council in relation to this Agreement;

      (ii) collected by the London Arts Council in relation to this Agreement; or

      (iii) derived by the London Arts Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);

   (b) "London Arts Council Information" means General Information and Personal Information, except City Information, provided by the London Arts 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 Arts 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 Arts 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 Arts 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 Arts 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 Arts Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.

7. The London Arts 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 Arts Council Information; or

   (b) any part or all of this Agreement.

Bill No. 111
2019

By-law No. A.-____-___

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.

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 Grand Theatre is a non-share corporation;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Council considers it to be in the interests of the municipality to provide a grant to Grand Theatre as provided in the attached Grant Agreement;

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

1. The Grant Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and Grand Theatre setting out the terms and conditions of the City’s grant of funds to Grand Theatre is approved.

2. The Division Manager, Culture, Special Events and Sport Services and the Manager of Culture are jointly and severally delegated the authority to act as the City Representative for the purposes of the Agreement approved under Section 1 above.

3. The Mayor and the City Clerk are authorized to execute the Grant Agreement approved under section 1 above.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council March 26, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – March 26, 2019
Second reading – March 26, 2019
Third reading – March 26. 2019

SCHEDULE A

Grant Agreement

THIS AGREEMENT with effect as of May 1, 2019

Between

The Corporation of the City of London
(the "City")

-and-

Grand Theatre

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has requested from the City a grant to assist the Recipient in the Recipient's activities as described in **Schedule A** ("the Funded Activity");

AND WHEREAS City Council approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 **Definitions**
In this Agreement, the following definitions apply:
"**City Representative**" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"**Eligible Expenditures**" means the expenditures that are listed incompliance with the terms and conditions set out in **Schedule B**;

1.2 Schedules **Forming Part of Agreement**
The following Schedules, form part of this Agreement:

Schedule A: Description of the Funded Activity

Schedule B: The Financial Provisions

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term
2.1 The Agreement shall commence on the Funded Activity Start Date, and shall terminate on the Funded Activity End Date as set out in **Schedule A** ("the Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Grant
3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

4. Use of Grant
4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant
5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City immediately upon written demand of the City Representative.

5.3 The Recipient shall return all unexpended grant funds to the City within ninety (90) days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Reports

6.1 The Recipient shall submit the reports as set out in **Schedule A**, on or before the date set out in **Schedule A** to the City Representative in a form and content satisfactory to the City Representative.

7. Right of Audit

7.1 (a) The City auditor or anyone designated in writing by the City auditor or the City Representative may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant funds and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.

(b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

(c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City Representative.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City	The Recipient
City Clerk	As set out in **Schedule A**
300 Dufferin Avenue	
London, Ontario N6A 4L9	
Fax #: 519 661-5920	

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the grant and the nature of the activity supported under this Agreement.

(b) The Recipient shall acknowledge the support of the City under this Agreement in all its primary marketing and promotional materials.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of fifteen (15) days' prior written notice to the Recipient. Upon termination, the Recipient agrees to pay the City any unused portion of the grant funds.

Termination Where Default

10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:

(a) the Recipient 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 the Recipient or it is dissolved;
(c) the Recipient ceases actual bona fide operation for a period of thirty (30) days;
(d) the Recipient has knowingly submitted false or misleading information to the City;
(e) the Recipient 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;
(f) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
(g) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
(h) the Recipient ceases to be a non-share capital, non-profit corporation accorded charitable status by the Canada Revenue Agency.

10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

10.4 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) provide the Recipient with an opportunity to remedy the event of default;
(b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.

10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient 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 terminate this Agreement.

10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

12.1 Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:

(a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars ($2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, 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 Recipient shall submit a completed standard Insurance Certificate (Form #0788).
(b) In addition, the Recipient shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars ($100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.
(c) 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.
(d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
(e) On the signing of this Agreement and within thirty (30) days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section. The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Populations

13.1 The Recipient shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students providing these services. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Fire Safety and Emergency Information.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act* and *the Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's custody or control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City.

17. Relationship Between the Parties

17.1 The Recipient 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 responsibilities are 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 the City.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

19. Waiver

19.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

20. Circumstances Beyond the Control of Either Party

20.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. Headings

22.1 Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.

23. Canadian Currency

23.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

24. Other Agreements

24.1 If the Recipient:

(a) has failed to comply (a "Failure") with any term, condition or obligation under any other Agreement with the City;
(b) has been provided with notice of such Failure in accordance with the requirements of such other Agreement;
(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other Agreement; and
(d) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate this Agreement at any time, including immediately, upon giving written notice to the Recipient.

25. Execution of Agreement.

25.1 The Recipient 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.

26. Survival

26.1 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: Section 1 and any other applicable definitions, Section 5, Section 6, Section 7, Section 8, Section 10.4, Section 11, Sections 18 to 26 inclusive and, Schedule “A”.

27. Payment of Grant is Subject to City Budget Approval

27.1 Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:
SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date: _____ _____
Ed Holder, Mayor

Date: _____ _____
Catharine Saunders, City Clerk

Grand Theatre

Date: _____ _____
(Signature)

_____
(Print Name)

_____
(Print Title)

I/We have authority to bind the Corporation

Date: _____ _____
(Signature)

_____
(Print Name)

_____
(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A – Operating Grant
THE FUNDED ACTIVITY

1. Full Legal Name of Recipient: Grand Theatre

Address for Service of Notice: 471 Richmond Street, London, ON N6A 3E4

Primary Contact Name: Executive Director, Deb Harvey Phone #: 519 672-9030 ext. 255

Fax #: 519 672-2620 E-mail: dharvey@grandtheatre.com

2. Funded Activity Start Date (date for which funding will be commenced): 2019 May 1

3. Funded Activity End Date (date for which funding will end subject to budget approval noted in Clause 27 of this Agreement): 2023 December 31

4. FUNDED ACTIVITY DESCRIPTION:

4.1 Operating financial assistance to the Recipient to be used solely by the Recipient for the purposes of its objects as set out in its Articles of Incorporation as follows:

4.1(a) To present and assist in the presentation of high calibre live theatre principally in the City of London and district.

4.1(b) To provide an opportunity for professional and non-professional directors, performers, playwrights, costume and set designers, stage managers and production technicians to develop their skills in the Theatre.

4.1(c) To give active assistance to other dramatic and cultural groups in the community and area and to actually co-operate with other theatres and with regional and national theatre groups.

4.1(d) To foster when appropriate any opportunities to work in the fields of radio, television and film.

4.1(e) To collect money by way of donations or otherwise to accept gifts, legacies, devises and bequests and to hold, invest, expend or deal with the same in furtherance of the objects of the Corporation.

5. REPORTING

5.1 The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

5.1(a) Mid-Year Report (for April – August 31) due September 30; to include:

5.1(a)(i) Outcome Reporting – mid-year report highlighting April 1 to August 31 outcomes. Outcome reporting shall include the Recipient's previous performance season's cultural initiatives to implement London's Cultural Prosperity Plan.

5.1(a)(ii)Financial Reporting – Mid-year financial monitoring through review of an un-audited financial statement to June 30; and

5.1(b) Annual Report for Previous Performance Season, Audited Financial Statement and First Quarter Monitoring Report – due November 30; to include:

5.1(b)(i) Audited Financial Statement to be signed by the Recipient's auditor.

5.1(b)(ii) First Quarter Financial Monitoring Report includes July, August and September revenue and expenditure statement to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient; and

5.1(c) Second Quarter Financial Monitoring Report – due February 28; to include:

5.1(c)(i) Financial Reporting – 2rd quarter financial monitoring includes October, November and December revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient.

SCHEDULE B
FINANCIAL PROVISIONS

1. Maximum Contribution of the City

1.1 The total maximum amount of the City's contribution towards the Funded Activity under this Agreement is $500,000 per year in each year during the Term.

2. Disbursement of Grants

2.1 Subject to City of London budget approval and the Recipient's compliance with the provisions of this Agreement, the grant funds shall be disbursed to the Recipient annually over the Term of this Agreement, as set out below.

2.2 The following portions of the grant will be paid upon the following triggering events occurring:

2.2(a) The sum of $250,000 will be paid by the City to the Recipient within thirty (30) days of execution of this Agreement and annually thereafter within 30 days of the anniversary date of the execution of the Agreement;

2.2(b) The sum of $125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the Mid-year Report satisfactory to the City;

2.2(c) The sum of $125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the audited financial statement due in November to the satisfaction of the City.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in section 3.2 below:

i) Production
ii) Administration
iii) Marketing
iv) Development and Special Projects
v) Operations
vi) Box Office and Systems

3.2 Conditions Governing Eligible Expenditures

Eligible Expenditures are subject to the following conditions and restrictions:

(a) expenditures must be incurred during the fiscal year of each of the multi-year Agreement years;
(b) expenditures must, in the sole opinion of the City, be reasonable;
(c) 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 are not eligible;
(d) depreciation of capital assets is not eligible;
(e) fines and penalties are not eligible;
(f) the cost of alcoholic beverages or travel expenses are not eligible.

4. TERMS OF PAYMENT

4.1 Subject to subsections (2) and (3), the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.
4.2 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 sole opinion of the City Representative, is reliable and up-to-date.
4.3 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, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that

part of the grant funds.

4.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following occur:

(a) if the Recipient has failed to submit when due any report required by the City under this Agreement;

(b) if the Recipient has budgeted on a deficit basis or is operating on a deficit basis;

(c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;

(d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable populations requirements;

(e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative;

(f) the Recipient 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.

Bill No. 112
2019

By-law No. A.-____-___

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.

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

AND WHEREAS section 8 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Municipal Council wishes to enter into an agreement with Hybrid Document Systems Inc. for the purchase of Microfilm Jacket Scanning;

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

1. The Agreement between The Corporation of the City of London and Hybrid Document Systems Inc. substantially in the form attached as Schedule “A” to this by-law, is hereby approved.

2. The Mayor and the City Clerk are hereby authorized to execute the Agreement approved under section 1, above.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second reading – March 26, 2019
Third reading – March 26, 2019

SCHEDULE 'A'

HYBRID DOCUMENT SYSTEMS
200 Amber Street, Markham ON L3R 3J8 Phone: 905-475-9263 Fax: 416-494-4079

Project Agreement

Project Overview on the Outsourcing Purchase Agreement For Microfilm Jacket Scanning Between Hybrid Document Systems Inc. ("HDS") and The City of London ("The Client") Dated the 14th day of March, 2019.

- **Image Format:** HDS will save all digital files received from The Client as PDF images, scanned at 300 DPI, black & white mode.
- **Reduction Ratio:** HDS will make all reasonable efforts to determine and digitize the microfilm at the original reduction ratio, up to a maximum of 32X for 16mm film and 24X for 35mm film.
- **Scanning Preparation:** To protect against loss of film from loose or "unseamed" jackets, all microfilm jackets will be inspected prior to scanning. During this step, any damaged jackets will be repaired as required and a rate of $6.00/jacket. Depending upon age and use, some jackets might require cleaning prior to scanning. HDS will also move all 35mm jackets to back of boxes to process 16mm and 35mm separately during scanning
- **Batch Scanning Process:** Microfilm jacket scanning assumes an automated batch process on the film contained in the jacket – meaning that due to the nature of the jacket being updated over a course of time with different densities on different sections of film, not every image in the jacket will be adjusted to gain the best results unless client has agreed to hourly pricing for this.
- **Indexing:** The records will be indexed by standard jacket titles. Index values will be entered exactly as they were received by HDS. Where multiple jackets have the same address on the header, HDS will merge into a single, multipage pdf for specific address. Files will be indexed as per the following: Municipal Number and Street Name *Ex. "200 King Street.pdf"*
- **Required Index Fields:** The following fields will be indexed:

Field	Average Length	Content	Capture Method
Municipal Number	3	Numeric	Data Entry
Street Name	15	Alpha	Data Entry

- **Indexing Limitations:** The following characters cannot be included in file names as they are not supported by Microsoft Windows.

< (less than)	> (greater than)	: (colon)	" (double quote)	/ (forward slash)
\ (backslash)	| (vertical bar/pipe)	? (question mark)	* (asterisk)	

- **Volumes:** Based on metrics derived from completed scanning in 2017 and 2018, with total linear inches of 585, the average 16mm microfilm jacket contains 21.21 images and the average 35mm jacket contains 5.6 images. Findings demonstrated 92% of the collection to be 16mm and the remaining 8% contains 35mm film and an average of 1.2 jackets per inch requiring restoration. The Client will be billed for the actual number of images scanned and jackets repaired. With 1,140 linear inches remaining within this collection, the estimated volume remaining is as follows:
  - 1,140 inches x 105.5 jackets per inch equals 120,270 jackets to be scanned
  - With 92% of the collection 16mm, it is estimated there is 110,648 jackets of 16mm to be scanned. With an average of 21.21 images per jacket, resulting images from 16mm film is estimated at 2,346,844
  - With 8% of the collection 35mm, it is estimated there is 9,622 jackets of 35mm to be scanned. With an average of 5.6 images per jacket, resulting images from 35mm film is estimated at 53,883
  - Jackets requiring repair is estimated to be 1,140 inches x 1.2 jackets equaling 1,368 to be repaired
- **Best Available Quality:** Not all microfilm jackets are of sufficient quality to be scanned without loss of information. It is not possible to convert poor quality microfilm images into high quality digital images.
- **Projected Timeline:** With a total of 120,270 jackets estimated, the projected timeline to complete this project is 12 months from pick up date.
- **Transportation:** Transportation (point-to-point) will be performed by HDS staff. In one complete shipment. HDS will supply all boxes and pack microfilm jackets at time of pick up. HDS staff will create a manifest of each box using a from-to range.

HYBRID DOCUMENT SYSTEMS
200 Amber Street, Markham ON L3R 3J8 Phone: 905-475-9263 Fax: 416-494-4079

- **Return Media:** HDS will deliver all scanned images and indexed data to The Client via external hard drive.
- **Out Of Scope Conditions:** Any work received that is outside the scope of this Service Agreement will result in a temporary project halt while issue is addressed with The Client.
- **Image Retention:** HDS will hold copies of the returned electronic images on our servers for 3 months after the return of each work order. After the 3 month period HDS will delete all images from our servers. Earlier removal at the request of The Client is available.
- **Document Retrieval:** While The Client's records are in our possession for conversion, HDS will provide up to 15 file retrievals per week at no charge. Additional retrievals will be billed at $15.00 per file requested. All requested files will be returned electronically via secure electronic transfer. Requests should be submitted using our online form found here http://www.mesltd.ca/file-request/
- **Down Payment:** Projects with an estimated total above $100,000.00 require a 25% down payment upon commencement of the project.
- **Minimum Charge Projects:** Projects falling below $2500.00 will be subject to a minimum charge of $2500.00. Shipping/transportation is not included in minimum charge applications and will be billed at the prevailing rates.

Client Purchase Order Details:
Please indicate below your purchase order number that is associated with this project. If your organization does not use purchase orders please check the "Not Applicable" option.

Purchase Order Number: _____ ☐ *Not Applicable*

HYBRID DOCUMENT SYSTEMS
200 Amber Street, Markham ON L3R 3J8 Phone: 905-475-9263 Fax: 416-494-4079

Project Agreement

Client Information				Invoicing (If Different)			
Company:	City of London			Company:	City of London		
Address:	300 Dufferin Street			Address:	PO Box 5035		
City:	London			City:	London		
Province:	Ontario	Postal:	N6B 1Z2	Province:	Ontario	Postal:	N6A 4L9
Contact:	Catherine DeForest			Contact:	Accounts Payable – Room 406		
Phone:	1-519-661-2500 x 1541			Phone:			
Email:	cdeforest@london.ca			Email:			

Project Pricing

Type	Unit of Measure	Unit Price
16mm Processing	Per jacket Per image	$1.25 $0.032
35mm Processing	Per jacket Per image	$1.25 $0.25
Jacket Repair	Per Jacket	$6.00

Kristen Bowers

HDS Representative

March-14-19

Date

Authorizing Client Signature

Date

Comments:

1. Terms & Condition Of Sale
2. Orders accepted are subject to the conditions set forth herein and no agreement or other understanding in any way modifying these conditions shall be binding upon the Seller unless made in writing, and accepted over the signature of an authorized executive of the Seller.
3. Payment terms for new clients and clients without current credit approval is payment in full prior to shipment.
4. A 3% surcharge will be applied for all credit card payments.
5. If any sales, excise, occupation, or use tax is applicable to this transaction, the amount will be added to the price stated herein.
6. All orders are "FOB" Shipping Point. Destination charges will be added to the invoice unless specifically excluded. The method of transportation and carrier will be of the Seller's selection. If shipment is made at Customer request via a method other than that which would normally be used, or if special handling is necessary due to receiving limitation of the customer, additional charges will be added to the invoice.
7. This agreement may be signed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same agreement. A facsimile signature of one or more of the parties hereto shall be deemed an original signature for all purposes.

Peace Of Mind, Not Pieces Of Paper

Bill No. 113
2019

By-law No. A.-____-___

A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2019 in accordance with section 208 of the *Municipal Act, 2001*.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law A.-6873-292, as amended, provides for an improvement area to be known as the Argyle Business Improvement Area and establishes a Board of Management for it known as the Argyle Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2019 fiscal year submitted by the Argyle Business Improvement Area Board of Management attached as Schedule “A” is approved.

2. The amount to be raised by the Corporation for the 2019 fiscal year for the purposes of The Argyle Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is $215,000.

3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law A.-6873-292, as amended.

4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

Passed on Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Argyle Business Improvement Area
2019 Proposed Budget
with 2018 Comparators

Revenue Overview

Argyle Revenue Detail:	2018 Approved Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2018
Municipal Special Levy	186,720	186,720	-	215,000		28,280
Net Municipal Special Levy	186,720	186,720	-	215,000		28,280
Interest Revenue	100	192	92	100		-
Draw from Operating Fund	19,100	-	(19,100)	25,402		6,302
Government Student Funding	-	10,004	10,004	10,000		10,000
Miscellaneous	4,000	4,849	849	4,000		-
HST Rebate		17,742	17,742	5,000		5,000
Total Argyle Revenue	**209,920**	**219,507**	**9,587**	**259,502**	**100%**	**49,582**

Expenditure Overview

Argyle Expenditure Detail:	2018 Approved Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2018
ADMINISTRATION						
Salaries and Wages	70,000	84,283	(14,283)	80,000		10,000
Student Wages and Benefits	-	8,092	(8,092)	10,000		10,000
EI and CPP	4,000	-	4,000	4,000		-
Bookkeeping, Audit and Professional Fees	8,000	5,601	2,399	9,000		1,000
Utilities	1,700	1,561	139	2,000		300
Telephone and Fax and Internet	1,700	1,129	571	2,000		300
Insurance	2,000	1,658	342	2,000		-
Repairs and Maintenance	1,500	8,788	(7,288)	4,000		2,500
Furniture	8,000	7,788	212			(8,000)
Travel and Transportation	500	35	465	500		-
Bank Charges	120	875	(755)	120		-
Memberships - Provincial BIA	400	443	(43)	400		-
Office Supplies	5,500	10,777	(5,277)	8,500		3,000
Postage and Courier	500	231	269	1,000		500
Signage/Banner Brackets	1,000	990	10	2,500		1,500
Professional Development (Conference)	4,000	1,277	2,723	4,000		-
Website Maintenance and Domain	1,000	395	605	1,000		-
Total Administration	***109,920***	***133,923***	***(24,003)***	***131,020***	***50.5%***	***21,100***
RENT						
Office Rent	17,500	15,121	2,379	22,000		4,500
Total Rent	***17,500***	***15,121***	***2,379***	***22,000***	***8.5%***	***4,500***
MEMBER SERVICES						
Special Events	15,000	988	14,012			(15,000)
Quarterly Newsletter	500	-	500	-		(500)
Total Member Services	***15,500***	***988***	***14,512***	***-***	***0.0%***	***(15,500)***
BUSINESS DEVELOPMENT						
Annual General Meeting			-	5,000		5,000
Summer Event			-	5,000		5,000
Marketing and Consulting	10,000	5,273	4,727	13,180		3,180
Other Program Initiatives/ Santa Clause Parade	30,000	25,743	4,257	30,000		-
Planters/Hanging Basket Program	15,000	10,468	4,532	20,000		5,000
Total Business Development	***55,000***	***41,484***	***13,516***	***73,180***	***28.2%***	***18,180***
HST	2,000	519	1,481	2,000		-
Tax Write Offs/ Business Appeals	10,000	2,070	7,930	10,000		-
Long-term Initiatives	-		-	21,302		21,302
Total Other	***12,000***	***2,589***	***9,411***	***33,302***	***12.8%***	***21,302***
Total Argyle Expenditure	**209,920**	**194,105**	**15,815**	**259,502**	***100.0%***	**49,582**
Net Surplus / (Deficit)	**-**	**25,402**	**25,402**	**-**		
Draw from/(Contribution to) Operating Fund	**-**	**(25,402)**	**(25,402)**	**-**		
Net	**$ -**	**$ -**	**$ -**	**$ -**		

All figures subject to audit.

All figures subject to rounding.

Bill No. 114
2019

By-law No. A.-____-___

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*.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law C.P.-1528-486, as amended, provides for an improvement area to be known as the Hamilton Road Business Improvement Area and establishes a Board of Management for it known as the Hamilton Road Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2019 fiscal year submitted by the Hamilton Road Business Improvement Area Board of Management attached as Schedule “A” is approved.

2. The amount to be raised by the Corporation for the 2019 fiscal year for the purposes of the Hamilton Road Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is $70,000.

3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law C.P.-1528-486, as amended.

4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule “A”

Hamilton Road Business Improvement Area Template
2019 Proposed Budget
with 2018 Comparators

Revenue Overview

Revenue Detail:	2018 Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	Increase / (Decrease) over 2018
Municipal Special Levy			-	70,000	70,000
Net Municipal Special Levy	-	-	-	70,000	70,000
Special Allowance Granted by Council			-	50,000	50,000
Government Student Funding			-	18,025	18,025
Administrative Fees			-	2,500	2,500
Total Hamilton Road Revenue	**-**	**-**	**-**	**140,525**	**140,525**

Expenditure Overview

Expenditure Detail:	2018 Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	Increase / (Decrease) over 2018
ADMINISTRATION					
Admin Salaries and Wages			-	40,800	40,800
Payroll, EI and CPP			-	2,805	2,805
Summer Jobs			-	17,000	17,000
Payroll, EI and CPP (Summer Jobs)			-	1,025	1,025
Telephone and Fax and Internet			-	1,500	1,500
Supplies			-	1,200	1,200
Printing			-	1,800	1,800
Insurance			-	1,000	1,000
Training/Conference			-	3,000	3,000
Mileage Expenses			-	550	550
Postage and Courier			-	600	600
Bank Charges			-	300	300
Total Administration				**71,580**	**71,580**
RENT					
Rent			-	7,200	7,200
Total Rent				**7,200**	**7,200**
BUSINESS DEVELOPMENT					
Website Maintenance and Domain			-	850	850
Signage and Permits			-	645	645
Marketing			-	1,200	1,200
Public Art Maintenance			-	1,100	1,100
Special Events/Projects			-	6,300	6,300
Long & Short-term Initiatives			-	50,000	50,000
Total Business Development				**60,095**	**60,095**
MEMBER SERVICES					
CRM/Membership Services			-	800	800
AGM			-	500	500
Memberships - Provincial BIA			-	350	350
Total Member Services				**1,650**	**1,650**
HST			-		-
Total Hamilton Road Expenditure	**-**	**-**	**-**	**140,525**	**140,525**
Net Surplus / (Deficit)	**-**	**-**	**-**	**-**	
Draw from/(Contribution to) Operating Fund	**-**	**-**	**-**	**-**	
Net	**-**	**-**	**-**	**-**	

All figures subject to audit.

All figures subject to rounding.

Bill No. 115
2019

By-law No. A.-____-___

A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2019 in accordance with section 208 of the *Municipal Act, 2001*.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law C.P.-1519-490, as amended, provides for an improvement area to be known as the Hyde Park Business Improvement Area and establishes a Board of Management for it known as the Hyde Park Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2019 fiscal year submitted by the Hyde Park Business Improvement Area Board of Management attached as Schedule “A” is approved.

2. The amount to be raised by the Corporation for the 2019 fiscal year for the purposes of The Hyde Park Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is $342,500.

3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law C.P.-1519-490, as amended.

4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Hyde Park Business Improvement Area
2019 Proposed Budget
with 2018 Comparators

Revenue Overview

Revenue Detail:	2018 Approved Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2018
Municipal Special Levy	306,754	306,754	-	342,500		35,746
Supplementary Taxes		19,146	19,146		0.0%	-
Net Municipal Special Levy	***306,754***	***325,900***	***19,146***	***342,500***	***100.0%***	***35,746***
Draw from Operating Fund			-	10,000		10,000
Government Student Funding		3,718	3,718	3,700		3,700
Miscellaneous		2,365	2,365	5,000		5,000
Total Revenue	**306,754**	**331,983**	**25,229**	**361,200**	**100.0%**	**54,446**

Expenditure Overview

Expenditure Detail:	2018 Approved Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2018
ADMINISTRATION						
Salary, Wages, MERCS	90,318	92,132	(1,814)	115,265	31.9%	24,947
Summer Student		3,718	(3,718)	3,700		3,700
Insurance	2,111	2,814	(703)	2,700	0.7%	589
Bookkeeping, Audit, Professional Fees	9,500	1,326	8,174	9,500	2.6%	-
Total Administration	***101,929***	***99,990***	***1,939***	***131,165***	***36.3%***	***29,236***
OFFICE						
Office Signage	500	143	357		0.0%	(500)
Office Furniture	5,000	9,857	(4,857)	2,500	0.7%	(2,500)
Leasehold Improvements			-	3,500	1.0%	3,500
Total Office	***5,500***	***10,000***	***(4,500)***	***6,000***	***1.7%***	***500***
RENT						
Office Rent incl tax	23,526	23,526	-	24,232	6.7%	706
Total Rent	***23,526***	***23,526***	***-***	***24,232***	***6.7%***	***706***
GENERAL EXPENSES						
Phone, Internet, Office 365	2,186	1,908	278	2,186	0.6%	-
Stationary / Supplies	5,000	3,459	1,541	4,000	1.1%	(1,000)
Training / Conferences	4,000	3,842	158	4,000	1.1%	-
Subscriptions / Memberships	800	789	11	800	0.2%	-
Bank Charges	250	366	(116)	250	0.1%	-
Operating			-	1,500	0.4%	1,500
Miscellaneous Expense	3,000	3,265	(265)		0.0%	(3,000)
Total General Expenses	***15,236***	***13,629***	***1,607***	***12,736***	***3.5%***	***(2,500)***
MEMBER SERVICES						
AGM including Postage	10,000	3,397	6,603	8,000	2.2%	(2,000)
Member365	3,133	2,788	345	1,800	0.5%	(1,333)
Q Newsletters / Graphic Design / Content Dev	1,500		1,500	-	0.0%	(1,500)
Total Member Services	***14,633***	***6,185***	***8,448***	***9,800***	***2.7%***	***(4,833)***
BUSINESS DEVELOPMENT						
Communications & Marketing	6,000	7,599	(1,599)	6,000	1.7%	-
Promotional Marketing Materials	3,000	3,046	(46)	3,000	0.8%	-
Website Dev, Hosting & Maintenance	5,000	1,707	3,293	1,500	0.4%	(3,500)
Monthly Business Networking Meetings	4,000		4,000	2,500	0.7%	(1,500)
Special Events / Sponsorships	10,000	6,699	3,301	10,000	2.8%	-
Other Program Initiatives	5,000	4,999	1	4,800	1.3%	(200)
Pondfest / /Outdoor Piano Program	6,000	7,401	(1,401)	15,000	4.2%	9,000
Traffic Calming Program	8,500	5,484	3,016	8,500	2.4%	-
Member Incentive Program			-	10,000	2.8%	10,000
CTV Ad Package	27,000	13,147	13,853	28,000	7.8%	1,000
Community Beautification Projects	50,000	46,974	3,026	74,467	20.6%	24,467
Total Business Development	***124,500***	***97,056***	***27,444***	***163,767***	***45.3%***	***39,267***
Allowance for Vacancy Rebates	10,000	-	10,000		0.0%	(10,000)
City Repayment	8,430	16,860	(8,430)	-	0.0%	(8,430)
Contingency	3,000		3,000	6,000	1.7%	3,000
HST		15,174	(15,174)	7,500	2.1%	7,500
Total Hyde Park Expenditure	**306,754**	**282,420**	**24,334**	**361,200**	**100.0%**	**54,446**
Net Surplus / (Deficit)		**49,563**	**49,563**	**-**		
Draw from/(Contribution to) Operating Fund		**(49,563)**	**(49,563)**	**-**		
Net	**-**	**-**	**-**	**-**		

All figures subject to audit.

All figures subject to rounding.

Bill No. 116
2019

By-law No. A.-____-___

A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2019 in accordance with section 208 of the *Municipal Act, 2001*.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law CP-1, as amended, provides for an improvement area to be known as the Old East Village Business Improvement Area and establishes a Board of Management for it known as the Old East Village Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2019 fiscal year submitted by the Old East Village Business Improvement Area Board of Management attached as Schedule “A”, which includes a Net Municipal Special Levy in the amount of $40,000, is approved.

2. The amount to be raised by the Corporation for the 2019 fiscal year for the purposes of The Old East Village Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is $42,000.

3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law CP-1, as amended.

4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule “A”

Old East Village Business Improvement Area
2019 Proposed Budget
with 2018 Comparators

Revenue Overview

OEVBIA Revenue Detail:	2018 Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Rev	Increase / (Decrease) over 2018
Municipal Special Levy	15,781	15,781	-	42,000		26,219
Less: Allowance for Levy Rebates	(1,000)	(1,000)	-	(2,000)		(1,000)
Net Municipal Special Levy	***14,781***	***14,781***	***-***	***40,000***		***25,219***
Interest Revenue	66	34	(32)	66		-
City of London Funding	141,102	141,102	-	141,102		-
Draw from Operating Fund	44,513		(44,513)	24,023		(20,490)
Reserve Fund Drawdown		395	395			-
Miscellaneous		250	250			-
Total OEVBIA Revenue	**200,462**	**156,562**	**(43,900)**	**205,191**	**100%**	**4,729**

Expenditure Overview

OEVBIA Expenditure Detail:	2018 Budget	2018 Actuals	2018 Surplus (Deficit)	2019 Proposed Budget	% of Total Exp	Increase / (Decrease) over 2018
ADMINISTRATION						
Telephone	1,500	1,169	331	1,500		-
Travel	660	550	110	700		40
Operating Supplies and Costs	800	561	239	1,000		200
Printing and Communications	710	781	(71)	1,500		790
Equipment / Building Allowance for Upgrades, Maintenance and Repairs	5,500	50	5,450	5,500		-
Salary & Benefits	21,817	18,823	2,994	23,420		1,603
Financial Audits	1,469	1,300	169	1,469		-
Training, Education and Development	240	161	79	500		260
Misc Administration	6,600	5,453	1,147	7,000		400
Total Administration	***39,296***	***28,848***	***10,448***	***42,589***	***20.8%***	***3,293***
RENT						
Office Rental	14,461	12,661	1,800	14,461		
Total Rent	***14,461***	***12,661***	***1,800***	***14,461***	***7.0%***	***-***
BUSINESS DEVELOPMENT / MEMBER SERVICES						
Advertising, Marketing and Promotion	1,500	3,925	(2,425)	6,500		5,000
Purchased Services	13,300	2,688	10,612	13,300		-
Salary & Benefits	118,605	96,543	22,062	111,341		(7,264)
Special Projects	3,000	1,820	1,180	6,500		3,500
Beautification	5,000	1,697	3,303	5,000		-
Community Initiatives	5,300	3,804	1,496	5,500		200
Total Business Development / Member Services	***146,705***	***110,477***	***36,228***	***148,141***	***72.2%***	***1,436***
HST Expense		508	(508)	-		-
Total Other	***-***	***508***	***(508)***	***-***	***0.0%***	***-***
Total OEVBIA Expenditures	**200,462**	**152,494**	**47,968**	**205,191**	**100.0%**	**4,729**
Net Surplus / (Deficit)	**-**	**4,068**	**4,068**	**-**		
Draw from/(Contribution to) Operating Fund	**-**	**(4,068)**	**(4,068)**	**-**		
Net	**-**	**-**	**-**	**-**		

All figures subject to audit.

All figures subject to rounding.

Bill No. 117
2019

By-law No. CPOL.-___-___

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*.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to repeal and replace By-law No. CPOL.-69-301, 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*.;

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

1. The policy entitled “Code of Conduct for Members of Council”, attached hereto as Schedule “A” is hereby adopted.

2. By-law No. CPOL.-69-301, as amended, being a By-law entitled “Code of Conduct for Members of Council” is hereby repealed.

3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Policy Name: Code of Conduct for Members of Council
Legislative History: Adopted August 22, 2017 (By-law No. CPOL.-69-301); Amended July 24, 2018 (By-law No. CPOL.-69(a)-407), Repealed and Replaced March 26, 2019 (By-law No. CPOL.-_____)
Last Review Date: March 19, 2019
Service Area Lead: City Clerk

1. Policy Statement

1.1 This Code of Conduct is established under the authority of Part V.1 – Accountability and Transparency of the *Municipal Act, 2001,* as amended.

2. Definitions

In this Code of Conduct:

2.1 **Apparent conflict of interest** – shall mean if there is a reasonable perception, which a reasonably well-informed person could properly have, that the Member's ability to exercise an official power or perform an official duty or function must have been affected by their private interest;

2.2 **Child** – shall mean a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of their family;

2.3 **Code** – shall mean this Code of Conduct;

2.4 **Corporation** - shall mean The Corporation of the City of London;

2.5 **Council** - shall mean the Council of The Corporation of the City of London;

2.6 **Family member** - shall mean a child, parent or a spouse;

2.7 **Member** - shall mean a Member of Council and includes the Mayor;

2.8 **Parent** – shall mean a parent who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;

2.9 **Spouse** - shall mean a person to whom the person is married or with whom the person is living in a conjugal relationship outside of marriage;

3. Applicability

3.1 This Code of Conduct applies to the Mayor and all Members of Council.

4. The Code

Rule 1 - Key Principles and Framework

1.1 The Code is to be given a broad, liberal interpretation in accordance with the applicable legislation, the definitions set out herein and its general intent and purposes.

1.2 The Code operates together with, and as a supplement to, the following legislation that governs the conduct of Members:

(i) *Municipal Act, 2001*;
(ii) *Municipal Conflict of Interest Act*;

(iii) *Municipal Elections Act, 1996*;
(iv) *Municipal Freedom of Information and Protection of Privacy Act*;
(v) *Provincial Offences Act;*
(vi) *Occupational Health and Safety Act*;
(vii) *Ontario Human Rights Code*;
(viii) *Criminal Code of Canada; and*
(ix) the by-laws and policies of Council as adopted and amended from time to time.

1.3 Members are governed by the *Municipal Conflict of Interest Act* which contains the following principles in relation to the duties of Members:

1. The importance of integrity, independence and accountability in local government decision-making.
2. The importance of certainty in reconciling the public duties and pecuniary interest of Members.
3. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.
4. There is a benefit to municipalities and local boards when Members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations and otherwise.

1.4 Members seeking clarification of any part of this Code should consult with the Integrity Commissioner and submit such requests in writing.

1.5 Any advice given by the Integrity Commissioner to a Member shall be in writing and binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter as long as all the relevant facts known to the Member were disclosed to the Integrity Commissioner.

1.6 In carrying out their responsibilities regarding the Code, the Integrity Commissioner is not limited to looking at the pecuniary interest of the Member and, for clarity, the Integrity Commissioner is specifically authorized to investigate issues of conflict in a broad and comprehensive manner.

Rule 2 - General Rules

2.1 Members shall serve and be seen to serve their constituents in a conscientious, accountable, transparent and diligent manner.

2.2 Members shall be committed to performing their functions with integrity, independence and impartiality and avoid the improper use of the influence of their office, and conflicts of interest, including apparent conflicts of interest.

2.3 Members shall not extend favour in the discharge of their official duties, preferential treatment to family members, organizations or groups in which they or their family members have a direct or indirect pecuniary interest.

2.4 Members are expected to perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny.

2.5 Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws of the Federal Parliament, the Ontario Legislature, and the by-laws and policies of the Corporation.

2.6 Members shall accurately and adequately communicate the decisions of the Council, even if they disagree with Council’s decision, such that the respect for the decision-making processes of Council is fostered.

Rule 3 - Confidential Information

3.1 Members shall hold in strict confidence all information concerning matters dealt with at a meeting closed to the public under the *Municipal Act* or any other Act. For greater certainty, information shall include, without limitation, documents, records, advice received, presented, reviewed or discussed at a closed meeting and any discussion, direction and deliberation during the closed meeting. A Member shall not, either directly or indirectly, disclose, release, make public or in any way divulge any such information or any aspect of a closed meeting to anyone unless expressly authorized by Council or required by law.

3.2 A Member shall not collect, use, or disclose information in contravention of the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

3.3 A Member shall not disclose information that is subject to solicitor-client privilege, unless the privilege has been expressly waived by Council.

3.4 A Member shall not misuse any confidential information such that the release thereof may cause detriment to the Corporation, Council, the public or others or benefit or detriment to themselves or others. For greater certainty, confidential information includes, without limitation, information that a Member has knowledge of by virtue of their position as a Member that is not in the public domain, including emails, and oral and written communications from other Members or third parties.

Rule 4 - Conduct at Meetings and When Representing the Council or the Corporation

4.1 A Member shall conduct themselves with appropriate decorum at all times.

4.2 A Member shall conduct themselves at meetings of Council, committees, agencies, local boards and commissions to which they are appointed by the Council, or by virtue of being an elected official, with decorum in accordance with the provisions of the applicable procedure by-law.

4.3 A Member shall make every effort to participate diligently in the activities of the Council and the committees, agencies, local boards and commissions to which they are appointed by the Council, or by virtue of being an elected official.

Rule 5 - Incompatible Activity

5.1 A Member shall not engage in any activity, financial or otherwise, which is incompatible or inconsistent with the ethical discharge of their official duties in the public interest.

5.2 Without limiting the generality of the foregoing, a Member shall not:

a) use the influence of their office for any purpose other than for the exercise of their official duties;

b) act as an agent before Council, any committee, board or commission of Council or the City’s Hearings Officer;

c) use any information gained in the execution of office that is not available to the general public for any purpose other than for official duties;

d) place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment;

e) give preferential treatment to any person or organization in which a Member has a financial interest;

f) influence any administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member has a financial interest;

g) use the Corporation's property, materials, equipment, services, supplies, facilities, officers, employees, agents or contractors for personal gain, personal purpose or for any private purpose; or

h) influence or interfere, either directly or indirectly, financially, politically or otherwise with employees, officers or other persons performing duties under the *Provincial Offences Act*.

5.3 A Member shall not allow the prospect of their future employment by a person or entity to detrimentally affect the performance of their duties.

5.4 A Member shall avoid waste, abuse and extravagance in the provision or use of public resources.

5.5 A Member shall expose fraud and corruption of which the Member is aware.

Rule 6 - Conduct Respecting Staff

6.1 A Member shall be respectful of the Corporation's officers, employees, individuals contracted by the Corporation on a purchase of service agreement and students on placements, role to provide advice based on political neutrality and objectivity and without undue influence from any individual Member or faction of the Council or a committee.

6.2 No Member shall injure the professional or ethical reputation, or the prospect or practice of an officer or employee of the Corporation, an individual contracted by the Corporation on a purchase of service agreement or a student on placement, and all Members shall show respect for the professional capacities of such persons.

6.3 No Member shall compel or attempt to compel an officer and employee of the Corporation to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities.

6.4 No Member shall use, or attempt to use, their authority for the purpose of intimidating, threatening, coercing, commanding or influencing any officer or employee of the Corporation, individual contracted by the Corporation on a purchase of service agreement or a student on placement with the intent of interfering in that employee's duties, including the duty to disclose improper activity.

6.5 Members shall be respectful of the role of staff to provide advice based on political neutrality and objectivity and without undue influence from an individual Member or group of Members.

Rule 7 - Discreditable Conduct

7.1 Members have a duty to treat members of the public, one another, individuals contracted by the Corporation on a purchase of service agreement, students on placement and officers and employees of the Corporation appropriately and without abuse, bullying or intimidation and to ensure that their work environment is safe and free from discrimination and harassment. *The Ontario Human Rights Code* and the *Occupational Health and Safety Act* apply and, where applicable, the Corporation's Workplace Harassment and Discrimination Prevention Policy.

7.2 Upon receipt of a complaint with respect to alleged discreditable conduct of a Member that relates to the Corporation's Workplace Harassment and Discrimination Prevention Policy, the Integrity Commissioner shall forward the information subject to the complaint to Human Resources which, in the event mediation or other informal attempts to resolve the complaint as provided for in the applicable policy are not appropriate or prove ineffective and where Human Resources determines that further inquiry is warranted, will refer it to an external investigator to conduct an independent investigation in accordance with the applicable policy and the Corporation's Formal Investigation Process.

7.3 Upon receipt of the report of the independent investigator, the Integrity Commissioner shall make a determination on the application of this Code of Conduct and the merits of the investigation respecting the conduct of the Member subject to the complaint. The findings of the Integrity Commissioner shall be reported to City Council as per the normal procedure respecting such matters.

Rule 8 - Requirement to Adhere to Council Policies and Procedures

8.1 Members shall adhere to such by-laws, policies and procedures adopted by Council that are applicable to them.

Rule 9 - Gifts, Benefits and Hospitality

9.1 No inappropriate gifts and hospitality are allowed that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.

9.2 No Member shall accept, solicit, offer or agree to accept a commission, fee, advance, cash, gift, hospitality, gift certificate, bonus, reward or benefit that is connected directly or indirectly with the performance of their duties of office unless permitted by the exceptions listed in section 3.4 below. No Member shall accept the use of property or facilities, such as a vehicle, office or vacation property at less than fair market value or at no cost.

9.3 For the purpose of this Code a commission, fee, advance, cash, gift, hospitality, gift certificate, bonus, reward or benefit provided with the Member's knowledge to a friend, family member or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties, is deemed to be a gift to that Member.

9.4 Members are not precluded from accepting:

a) contributions authorized by law;

b) political contributions that are otherwise offered, accepted and reported in accordance with applicable law;

c) food and beverages at banquets, receptions, ceremonies or similar events, if:
   i) attendance serves a legitimate business purpose;
   ii) the person extending the invitation or a representative of the organization is in attendance; and
   iii) the value is reasonable and the invitations infrequent;

d) services without compensation by persons volunteering their time;

e) food, lodging, transportation, hospitality and entertainment provided by other levels of government, by other local governments, boards or commissions or by a foreign government within a foreign country;

f) a reimbursement of reasonable expenses incurred in the performance of duties or office;

g) a reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations;

h) token gifts such as souvenirs, mementos and commemorative gifts that are given in recognition of service on a committee, for speaking at an event or representing the Corporation at an event; and

i) gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.

9.5 A Member shall return any gift or benefit which does not comply with this Code, along with an explanation why the gift or benefit cannot be accepted.

9.6 In the case of exceptions claimed under 3.4 (c), (e), (h) and (i), if the value of the gift, hospitality or benefit exceeds $300.00, or if the total value of gifts, hospitality or benefits received from one source during the course of a calendar year exceeds $300.00, the Members shall within 30 days of receipt of the gift, hospitality or benefit or reaching the annual limit, complete a disclosure statement in a form prescribed by the Integrity Commissioner and file it with the Integrity Commissioner. A disclosure statement shall be a matter of public record.

9.7 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift, hospitality or benefit might, in their opinion, create a conflict between a private interest and the public duty of the Member. In the event that the Integrity Commissioner makes that preliminary determination, they shall call upon the Member to justify receipt of the gift, hospitality or benefit.

Rule 10 - Requirement to Adhere to Council Policies and Procedures

10.1 Members shall adhere to such by-laws, policies and procedures adopted by the Council that are applicable to them.

Rule 11 - Use of Municipal Property and Resources

11.1 In order to fulfil their roles as elected representatives Members have access to municipal resources such as property, equipment, services, staff and supplies. No Member shall use, or permit the use of Corporate land, facilities, equipment, supplies, services, staff or other resources for activities other than purposes connected with the discharge of Council or Corporate business.

Rule 12 - Election-Related Activity

12.1 Members are required to conduct themselves in accordance with the *Municipal Elections Act, 1996* and the Policy for the Use of City of London Resources for Municipal Election Purposes. Member shall not solicit, demand or accept the services of any corporate officer and employee, or individual providing services on a contract for service, for re-election purposes during hours in which the officer, employee, or individual providing services under a contract for service, is in the paid employment of the Corporation.

Rule 13 - Integrity Commissioner

13.1 It is a violation of the Code to obstruct the Integrity Commissioner in the carrying out of their duties and responsibilities.

13.2 No Member shall threaten or undertake any active reprisal against a person initiating an inquiry or complaint under the Code or against a person who provides information to the Integrity Commissioner in any investigation.

13.3 It is a violation of the Code to destroy any documents or erase any electronic communications or refuse to respond to the Integrity Commissioner where a formal complaint has been lodged under the Code.

13.4 The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:

(a) written or verbal public apology;
(b) return of property or reimbursement of its value or of monies spent;
(c) removal from membership of a committee; and
(d) removal as a chair of a committee.

The Integrity Commissioner has the final authority to recommend any of the sanctions above or other remedial actions at their discretion.

13.5 Upon receipt of a recommendation from the Integrity Commissioner, Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code of Conduct, impose either:

(a) a reprimand; or
(b) a suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.

13.6 The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether a Member has contravened section 5, 5.1 or 5.2 of the Act.

THE CORPORATION OF THE CITY OF LONDON
CODE OF CONDUCT FOR MEMBERS OF COUNCIL
COMPLAINT PROTOCOL

AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Council. Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. A.-6957-158 on April 30, 2013 and amended by By-law No. CPOL.-_____ on March 26, 2019
.
This Complaint Protocol was adopted by Council by By-law No. CPOL.-____ on March 26, 2019.

PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the "Code") may wish to address the prohibited behaviour or activity themselves as follows:

(1) advise the Member that the behaviour or activity contravenes the Code;

(2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;

(3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;

(4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;

(5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the member of your dissatisfaction with the response; and

(6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

PART B: FORMAL COMPLAINT PROCEDURE:

Integrity Commissioner Requests for Inquiries - Section 1

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the "complaint") shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.

(2) All complaints shall be signed by an identifiable individual (which includes

the authorized signing officer of an organization).

(3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.

(4) Municipal Council may also file a complaint and/or request an investigation of any of its members by public motion.

Initial Classification by Integrity Commissioner - Section 2

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).

(2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:

(a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;

(b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;

(c) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;

(d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,

(e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.

(3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

(4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

Integrity Commissioner Investigation - Sections 3 – 9

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.

(2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.

4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.

(2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the *Public Inquiries Act*, 2009 as contemplated by subsection 223.4(2) of the Act.

(3) When the *Public Inquiries Act, 2009* applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the *Public Inquiries Act*, 2009 the provision of the *Public Inquiries Act, 2009* prevails.

5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act, 2009*:

(a) serve the complaintant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and

(b) serve a copy of the response provided upon the complaintant with a request for a written reply within ten business days.

(2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.

(3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.

(4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.

(5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001,* the Integrity Commissioner shall not commence another inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the

investigation be commenced.

(6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:

(i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;

(ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,

(iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001,* on a Member.

7. (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.

(2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.

(3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.

(4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.

8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to Municipal Council or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

Municipal Council Review – Section 10

10. (1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.

(2) Municipal Council shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Municipal Council regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

(3) In responding to the report, Municipal Council may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.

(4) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:

(a) a reprimand; or

(b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.

(5) The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:

(a) written or verbal public apology;

(b) return of property or reimbursement of its value or of monies spent;

(c) removal from membership of a committee; and,

(d) removal as a chair of a committee.

(6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

Confidentiality – Section 11

11. (1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act*, which are summarized in the following subsections.

(2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.

(3) All reports from the Integrity Commissioner to Council will be made available to the public.

(4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.

(5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner’s opinion are necessary for the purposes of the report.

Bill No. 118
2019

By-law No. CPOL.-____-__

A by-law to enact a new Council policy entitled “Code of Conduct for Local Boards”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a new Council Policy entitled “Code of Conduct for Local Boards” in accordance with regulations resulting from recent amendments to the *Municipal Act, 2001* and the *Municipal Conflict of Interest Act* requiring municipalities to codes of conducts for local boards;

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

1. The policy entitled “Code of Conduct for Local Boards”, attached hereto as Schedule “A” is hereby adopted.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Policy Name: Code of Conduct for Local Boards
Legislative History: None
Last Review Date: March 19, 2019
Service Area Lead: City Clerk

1. Policy Statement

1.1 This Code of Conduct is established under the authority of Part V.1 – Accountability and Transparency of the *Municipal Act, 2001,* as amended.

2. Definitions

In this Code of Conduct:

2.1 **Adjudicative Board** – shall mean a local board as defined in Section 223.1 of the *Municipal Act, 2001* which has the statutory power or right to make a decision;

2.2 **Apparent conflict of interest** – shall mean if there is a reasonable perception, which a reasonably well-informed person could properly have, that the Member's ability to exercise an official power or perform an official duty or function must have been affected by their private interest;

2.3 **Child** – shall mean a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of their family;

2.4 **Code** – shall mean this Code of Conduct;

2.5 **Corporation** - shall mean The Corporation of the City of London;

2.6 **Council** - shall mean the Council of The Corporation of the City of London;

2.7 **Family member** - shall mean a child, parent or a spouse;

2.8 **Local board –** shall mean a local board as defined in section 223.1 of the *Municipal Act, 2001*;

2.9 **Member** - shall mean a Member of an adjudicative board or local board;

2.10 **Parent** – shall mean a parent who has demonstrated a settled intention to treat a child as a member of their family whether or not that person is the natural parent of the child;

2.11 **Spouse** - shall mean a person to whom the person is married or with whom the person is living in a conjugal relationship outside of marriage.

3. Applicability

3.1 This Code of Conduct applies to Members of the City of London's local boards, including adjudicative boards. Members of Council are bound by the Code of Conduct for Members of Council.

4. The Code

Rule 1 - Key Principles and Framework

1.1 The Code is to be given a broad, liberal interpretation in accordance with the applicable legislation, the definitions set out herein and its general intent and purposes.

1.2 The Code operates together with, and as a supplement to, the following legislation that governs the conduct of Members:

(i) *Municipal Act, 2001*;
(ii) *Municipal Conflict of Interest Act*;
(iii) *Municipal Elections Act, 1996*;
(iv) *Municipal Freedom of Information and Protection of Privacy Act*;
(vi) *Occupational Health and Safety Act*;
(vii) *Ontario Human Rights Code*;
(viii) *Criminal Code of Canada; and*
(ix) the by-laws and policies of the local board as adopted and amended from time to time.

Rule 2 - General Rules

2.1 Members shall serve and be seen to serve in a conscientious, accountable, transparent and diligent manner.

2.2 Members shall be committed to performing their functions with integrity, independence and impartiality and to avoid the improper use of the influence of their position, and conflicts of interest, including apparent conflicts of interest.

2.3 Members shall not extend favour in the discharge of their official duties, preferential treatment to family members, organizations or groups in which they or their family members have a direct or indirect pecuniary interest.

2.4 Members are expected to perform their duties and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny.

2.5 Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws of the Federal Parliament, the Ontario Legislature, and the by-laws and policies of the local board.

2.6 Members shall accurately and adequately communicate the decisions of the local board, even if they disagree with the local board's decision, such that the respect for the decision-making processes of the local board is fostered.

Rule 3 - Confidential Information

3.1 Members of local boards may acquire confidential information from a variety of different resources in the course of their work. Confidential information includes information in the possession of, or received in confidence by the local board, that local board is either prohibited from disclosing, or is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act.*

3.2 A Member shall not collect, use, or disclose information in contravention of the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

3.3 A Member shall not disclose information that is subject to solicitor-client privilege, unless the privilege has been expressly waived by the local board.

3.4 A Member shall not misuse any confidential information such that the release thereof may cause detriment to the local board, the Corporation, the public or others or benefit or detriment to themselves or others. For greater certainty, confidential information includes, without limitation, information that a Member has knowledge of by virtue of their position as a Member that is not in the public domain, including emails, and oral and written communications from other Members or third parties.

Rule 4 - Conduct at Meetings and When Representing the Local Board

4.1 A Member shall conduct themselves with appropriate decorum at all times.

4.2 A Member shall conduct themselves at meetings with decorum in accordance with the provisions of the applicable procedures.

4.3 A Member shall make every effort to participate diligently in the activities of the local board.

Rule 5 - Incompatible Activity

5.1 A Member shall not engage in any activity, financial or otherwise, which is incompatible or inconsistent with the ethical discharge of their official duties in the public interest.

5.2 Without limiting the generality of the foregoing, a Member shall not:

i) use the influence of their position for any purpose other than for the exercise of their official duties;

ii) act as an agent before Council, any committee, board or commission of Council or the City's Hearings Officer;

iii) use any information gained in the execution of their position that is not available to the general public for any purpose other than for official duties;

iv) place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment;

v) give preferential treatment to any person or organization in which a Member has a financial interest;

vi) influence any administrative or local board decision or decision-making process involving or affecting any person or organization in which a Member has a financial interest;

vii) use the Corporation's or local board's property, materials, equipment, services, supplies, facilities, officers, employees, agents or contractors for personal gain, personal purpose or for any private purpose; or

viii) influence or interfere, either directly or indirectly, financially, politically or otherwise with employees, officers or other persons performing duties under the *Provincial Offences Act.*

5.3 A Member shall not allow the prospect of their future employment by a person or entity to detrimentally affect the performance of their duties.

5.4 A Member shall avoid waste, abuse and extravagance in the provision or use of public resources.

5.5. A Member shall expose fraud and corruption of which the Member is aware.

Rule 6 - Conduct Respecting Staff

6.1 A Member shall be respectful of the local board's or Corporation's officers, employees, individuals contracted by the local board or Corporation on a purchase of service agreement and students on placements role to provide advice based on neutrality and objectivity and without undue influence from any individual Member or faction of the local board.

6.2 No Member shall injure the professional or ethical reputation, or the prospect or practice of an officer or employee of the local board or Corporation, an individual contracted by the local board or Corporation on a purchase of service agreement or a student on placement, and all Members shall show respect for the professional capacities of such persons.

6.3 No Member shall compel or attempt to compel an officer and employee of the Corporation or local board to engage in partisan activities or be subjected to threats or discrimination for refusing to engage in such activities.

6.4 No Member shall use, or attempt to use, their authority for the purpose of intimidating, threatening, coercing, commanding or influencing any officer and employee of the local board or Corporation, individual contracted by the local board or Corporation on a purchase of service agreement or a student on placement with the intent of interfering in that employee's duties, including the duty to disclose improper activity.

Rule 7 - Discreditable Conduct

7.1 Members have a duty to treat members of the public, one another, individuals contracted by the local board or Corporation on a purchase of service agreement, students on placement and officers and employees of the local board or Corporation appropriately and without abuse, bullying or intimidation and to ensure that their work environment is safe and free from discrimination and harassment. *The Ontario Human Rights Code* and the *Occupational Health and Safety Act* apply and, where applicable, the local board policies.

7.2 Upon receipt of a complaint with respect to alleged discreditable conduct of a Member, the Integrity Commissioner shall forward the information subject to the complaint to Human Resources which, in the event mediation or other informal attempts to resolve the complaint as provided for in the applicable policy are not appropriate or prove ineffective and where Human Resources determines that further inquiry is warranted, will refer it to an external investigator to conduct an independent investigation.

7.3 Upon receipt of the report of the independent investigator, the Integrity Commissioner shall make a determination on the application of this Code of Conduct and the merits of the investigation respecting the conduct of the Member subject to the complaint. The findings of the Integrity Commissioner shall be reported to the local board as per the normal procedure respecting such matters.

Rule 8 - Requirement to Adhere to Council and Local Board Policies and Procedures

8.1 Members shall adhere to such by-laws, policies and procedures adopted by the local board and Council that are applicable to them.

Rule 9 - Gifts, Benefits and Hospitality

9.1 No inappropriate gifts and hospitality are allowed that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.

9.2 No Member shall accept, solicit, offer or agree to accept a commission, fee, advance, cash, gift, hospitality, gift certificate, bonus, reward or benefit that is connected directly or indirectly with the performance of their duties unless permitted by the exceptions listed in section 9.4 below. No Member shall accept the use of property or facilities, such as a vehicle, office or vacation property at less than fair market value or at no cost.

9.3 For the purpose of this Code a commission, fee, advance, cash, gift, hospitality, gift certificate, bonus, reward or benefit provided with the Member's knowledge to a friend, family member or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties, is deemed to be a gift to that Member.

9.4 Members are not precluded from accepting:

a) contributions authorized by law;

b) contributions that are otherwise offered, accepted and reported in accordance with applicable law;

c) food and beverages at banquets, receptions, ceremonies or similar events, if:
   i) attendance serves a legitimate business purpose;
   ii) the person extending the invitation or a representative of the organization is in attendance; and
   iii) the value is reasonable and the invitations infrequent;

d) services without compensation by persons volunteering their time;

e) food, lodging, transportation, hospitality and entertainment provided by other levels of government, by other local governments, boards or commissions or by a foreign government within a foreign country;

f) a reimbursement of reasonable expenses incurred in the performance of duties or office;

g) a reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with associations;

h) token gifts such as souvenirs, mementos and commemorative gifts that are given in recognition of service on a committee, for speaking at an event or representing the Corporation or, local board at an event; and

i) gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.

9.5 A Member shall return any gift or benefit which does not comply with this Code, along with an explanation why the gift or benefit cannot be accepted.

9.6 In the case of exceptions claimed under 9.4 (c), (e), (h) and (i), if the value of the gift, hospitality or benefit exceeds $300.00, or if the total value of gifts, hospitality or benefits received from one source during the course of a calendar year exceeds $300.00, the Members shall within 30 days of receipt of the gift, hospitality or benefit or reaching the annual limit, complete a disclosure statement in a form prescribed by the Integrity Commissioner and file it with the Integrity Commissioner. A disclosure statement shall be a matter of public record.

9.7 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift, hospitality or benefit might, in their opinion, create a conflict between a private interest and the public duty of the Member. In the event that the Integrity Commissioner makes that preliminary determination, they shall call upon the Member to justify receipt of the gift, hospitality or benefit.

Rule 10 - Requirement to Adhere to Council and Local Board Policies and Procedures

10.1 Members shall adhere to such by-laws, policies and procedures adopted by the local board or Council that are applicable to them.

Rule 11 - Use of Municipal or Local Board Property and Resources

11.1 In order to fulfil their position Members have access to municipal or local board resources such as property, equipment, services, staff and supplies. No Member shall use or permit the use of Corporate or local board land, facilities, equipment, supplies, services, staff or other resources for activities other than the purposes connected with the discharger of their position.

Rule 12 - Election-Related Activity

12.1 Members are required to conduct themselves in accordance with the *Municipal Elections Act, 1996* and the local board's policy regarding the use of local board resources during the election campaign period (as required under section 88.18 of the *Municipal Elections Act, 1996*). No Member shall solicit, demand or accept the services of any officer and employee, or individual providing services on a contract for service, for re-election purposes during hours in which the officer, employee, or individual providing services under a contract for service, is in the paid employment of the Corporation;

12.2 The use of local board resources, both actual property and staff time, for election-related activity is strictly prohibited. The prohibition applies to both the promotion and opposition to the candidacy of a person for election office. Election-related activity applies to campaigns for municipal, provincial and federal office.

Rule 13 - Outside Activities

13.1 Members shall not be a director or hold an executive position with any organization whose objectives and mandates are in conflict with, or may reasonable be perceived to be in conflict with, the objectives and mandates of the local board. Before taking on a new executive position, the member shall inform the Chair of the local board and the Integrity Commissioner to obtain advice about the new circumstances.

Rule 14 - Communications with Adjudicative Boards

14.1 Communications with members of an adjudicative board by a party or their representative must be through the board administrator and/or during the appropriate proceeding.

Written communication to the adjudicative board shall be make through the board administrator and shall be copied to all parties or their representatives as appropriate. Oral communications with the adjudicative board shall take place during formal proceedings of the adjudicative board and in the presence of all parties.

Rule 15 - Independent Nature of Adjudicative Boards

15.1 Members of adjudicative boards operate at arms-length from and independently of Council and the Civic Administration. Members should maintain the board's independence and ensure their actions are consistent with the arms-length, quasi-judicial nature of an adjudicative board.

Rule 16 - Integrity Commissioner

16.1 It is a violation of the Code to obstruct the Integrity Commissioner in the carrying out of their duties and responsibilities.

16.2 No Member shall threaten or undertake any active reprisal against a person initiating an inquiry or complaint under the Code or against a person who provides information to the Integrity Commissioner in any investigation.

16.3 It is a violation of the Code to destroy any documents or erase any electronic communications or refuse to respond to the Integrity Commissioner where a formal complaint has been lodged under the Code.

16.4 Upon receipt of a recommendation from the Integrity Commissioner, the local board may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code of Conduct, impose either:

a) removal from membership of a committee of the local board;

b) removal as chair of the local board or a committee of the local board;

c) written or verbal public apology; and

d) return of property or reimbursement of its value or of monies spent;.

16.5 The Integrity Commissioner may also recommend that Council revoke the member’s appointment to the local board.

16.6 The Integrity Commissioner has the final authority to recommend any of the sanctions above or other remedial actions at their discretion.

THE CORPORATION OF THE CITY OF LONDON
CODE OF CONDUCT FOR MEMBER OF LOCAL BOARDS
COMPLAINT PROTOCOL

AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council or local board and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Local Boards.

Section 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers, duties and protections.

The Code of Conduct for Members of Local Boards was adopted by Council by By-law CPOL.-_____ on March 26, 2019.

This Complaint Protocol was adopted by Council by By-law CPOL.- _____ on March 26, 2019.

PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of a Local Board that they believe is in contravention of the *Code of Conduct for Members of Local Boards* (the "Code") may wish to address the prohibited behaviour or activity themselves as follows:

(1) advise the Member that the behaviour or activity contravenes the Code;

(2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;

(3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;

(4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;

(5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the Member of your dissatisfaction with the response; and

(6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

PART B: FORMAL COMPLAINT PROCEDURE:

Integrity Commissioner Requests for Inquiries - Section 1

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the "complaint") shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.

(2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).

(3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.

(4) The Local Board may also file a complaint and/or request an investigation of any of its members by public motion.

Initial Classification by Integrity Commissioner - Section 2

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Local Board Policies as described in subsection (2).

(2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Local Board Policy, the Integrity Commissioner shall advise the complainant in writing as follows:

(a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;

(b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the Head under the Act;

(c) if the complaint on its face is with respect to non-compliance with a more specific Local Board Policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;

(d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,

(e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.

(3) The Integrity Commissioner may report to the Local Board that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

(4) The Integrity Commissioner shall report semi - annually to the Local Board on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

Integrity Commissioner Investigation - Sections 3 – 9

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds

for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.

(2) Other than in exceptional circumstances, the Integrity Commissioner will not report to the Local Board on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.

4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.

(2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the *Public Inquiries Act*, *2009* as contemplated by subsection 223.4(2) of the Act.

(3) When the *Public Inquiries Act, 2009* applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the *Public Inquiries Act*, 2009, the provision of the *Public Inquiries Act, 2009* prevails.

5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act, 2009*:

(a) serve the complaintant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and

(b) serve a copy of the response provided upon the complaintant with a request for a written reply within ten business days.

(2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, and may enter any Local Board or if necessary, City work location relevant to the complaint for the purposes of investigation and settlement.

(3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.

(4) The Integrity Commissioner may make interim reports to the Local Board where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.

(5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001,* the Integrity Commissioner shall not commence another inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the investigation be commenced.

(6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:

(i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;

(ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,

(iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001,* on a Member.

7. (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.

(2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to the Local Board outlining the findings, the terms of any settlement or recommended penalty. The secretary of the Local Board shall process the report for the next meeting of the Local Board.

(3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.

(4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Local Board except as part of a semi-annual or other periodic report.

8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to the Local Board or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

Local Board Review – Section 10

10. (1) The Local Board shall consider and respond to the report within 90 days after the day the report is laid before it.

(2) The Local Board shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Local Board regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

(3) In responding to the report, the Local Board may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.

(4) Upon receipt of recommendations from the Integrity Commissioner, the

Local Board may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:

(a) a reprimand; or

(b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.

(5) The Integrity Commissioner may also recommend that Local Board impose one of the following sanctions:

(a) written or verbal public apology;
(b) return of property or reimbursement of its value or of monies spent;
(c) removal from membership of a committee; and,
(d) removal as a chair of a committee.

(6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

Confidentiality – Section 11

11. (1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act*, which are summarized in the following subsections.

(2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.

(3) All reports from the Integrity Commissioner to Council will be made available to the public.

(4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.

(5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner’s opinion are necessary for the purposes of the report.

Bill No. 119
2019

By-law No. CPOL.-_____-___

A by-law to enact a Council Policy entitled “The Corporation of the City of London Integrity Commissioner Terms of Reference”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a Council Policy entitled “The Corporation of the City of London Integrity Commissioner Terms of Reference” to address recent amendments to the *Municipal Act, 2001* and the *Municipal Conflict of Interest Act;*

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

1. The policy entitled “The Corporation of the City of London Integrity Commissioner Terms of Reference”, attached hereto as Schedule “A” is hereby adopted.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Policy Name: The Corporation of the City of London
Legislative History: Terms of Reference adopted September 2, 2014
Last Review Date: March 19, 2019
Service Area Lead: City Clerk

1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council and Local Boards.

4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act.*

The duties of the Integrity Commissioner with respect to Municipal Council are to:

a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;

b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;

c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;

d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;

e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,

f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act.*

4.3 Local Boards

The duties of the Integrity Commissioner with respect to Local Boards are to:

a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;

b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act;*

c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;

d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;

e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a

Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;

f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and

g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act.*

Bill No. 120
2019

By-law No. CPOL.-_____-__

A by-law to enact a Council Policy entitled "Members of Council Public Registry Declaration of Interest".

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a Council Policy entitled "Members of Council Public Registry Declaration of Interest" in accordance with sections 5.1 and 6.1 of 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*;*

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

1. The policy entitled "Members of Council Public Registry Declaration of Interest", attached hereto as Schedule "A" is hereby adopted.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Policy Name: Members of Council Public Registry Declaration of Interest
Legislative History: None
Last Review Date: March 19, 2019
Service Area Lead: City Clerk

1. Policy Statement

This Policy establishes a process to implement the requirement for Members of Council to submit written statements regarding disclosure of interests and the creation of a registry of the written statements to be available for public inspection in accordance with sections 5.1 and 6.1 of the *Municipal Conflict of Interest Act*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council.

4. The Policy

4.1 Any Member of Council who discloses an interest in accordance with section 5 of the *Municipal Conflict of Interest Act* shall, as soon as possible afterwards, file a written statement of the interest and its general nature, with the City Clerk.

4.2 The City Clerk shall establish and maintain a registry in which shall be kept:

a) a copy of each statement filed by a Member of Council under section 5.1 of the *Municipal Conflict of Interest Act;*

b) a copy of each declaration of interest recorded by the City Clerk, or designate, under section 6 of the *Municipal Conflict of Interest Act* in the minutes of a meeting that is open to the public*.*

4.3 The registry shall be available for public inspection 8:30 AM to 4:30 PM, Monday to Friday, with the exception of statutory holidays or other periods when City Hall is not open to the public.

4.4 The registry shall include a copy of each written statement that a Member of Council files with the City Clerk and a copy of each declaration of interest that the Clerk, or designate records in the minutes.

4.5 The registry will be made available for public inspection in both hard copy format and an electronic format uploaded to the City of London's website.

Bill No. 121
2019

By-law No. CPOL.-_____

A by-law to enact a Council Policy entitled "Public Registry Declaration of Interest for Local Boards".

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a Council Policy entitled "Public Registry Declaration of Interest for Local Boards" in accordance with sections 5.1 and 6.1 of the *Municipal Conflict of Interest Act* requiring Members of Local Boards to submit written statements regarding disclosure of interests and the creation of a register of written statements to be available for public inspection*;*

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

1. The policy entitled "Registry Declaration of Interest for Local Boards", attached hereto as Schedule "A" is hereby adopted.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Policy Name: Public Registry Declaration of Interest for Local Boards
Legislative History: None
Last Review Date: March 19, 2019
Service Area Lead: City Clerk

1. Policy Statement

This Policy establishes a process to implement the requirement for Members of Local Boards to submit written statements regarding disclosure of interests and the creation of a registry of the written statements to be available for public inspection in accordance with sections 5.1 and 6.1 of the *Municipal Conflict of Interest Act*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Local Boards.

4. The Policy

4.1 Any Member of a Local Board who discloses an interest in accordance with section 5 of the *Municipal Conflict of Interest Act* shall, as soon as possible afterwards, file a written statement of the interest and its general nature, with the Secretary of the Local Board.

4.2 The Secretary of the Local Board shall establish and maintain a registry in which shall be kept:

a) a copy of each statement filed by a Member of a Local Board under section 5.1 of the *Municipal Conflict of Interest Act;*

b) a copy of each declaration of interest recorded by the Secretary of the Local Board under section 6 of the *Municipal Conflict of Interest Act* in the minutes of a meeting that is open to the public.

4.3 The registry shall be available for public inspection 8:30 AM to 4:30 PM, Monday to Friday, with the exception of statutory holidays or other periods when the Local Board's Office is not open to the public.

4.4 The registry shall include a copy of each written statement that a Member of the Local Board files with the Secretary of the Local Board and a copy of each declaration of interest that the Secretary of the Local Board records in the minutes.

4.5 The registry will be made available for public inspection in both hard copy format and an electronic format uploaded to the Local Board's website, where applicable.

Bill No. 122
2019

By-law No. CPOL.-_____-___

A by-law to enact a Council Policy entitled "Members of Council – Absence – Pregnancy or Parental Leave".

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a Council Policy entitled "Members of Council – Absence – Pregnancy or Parental Leave" in accordance with Subsections 259(1.1) and 270(1) of the *Municipal Act, 2001* to establish a process to recognize a Member of Council's ability to take pregnancy or parental leave without a Council motion;

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

1. The policy entitled "Members of Council - Absence – Pregnancy or Parental Leave", attached hereto as Schedule "A" is hereby adopted.

2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

Policy Name: Members of Council – Absence – Pregnancy or Parental Leave
Legislative History: None
Last Review Date: March 19, 2019
Service Area Lead: City Clerk

1. Policy Statement

This Policy establishes a process to recognize a Member of Council's ability to take pregnancy and parental leave without a Council motion in accordance with Subsections 259 (1.1) and 270 (1) of the *Municipal Act, 2001* and to provide for delegated authority that would allow legislative and administrative matters to be addressed in a manner that is consistent with the Council Member's wishes while they are on leave.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council.

4. The Policy

Any Member of Council shall provide the City Clerk written notice of an absence of 20 consecutive weeks or less as a result of the Member's pregnancy, the birth of the Member's child or the adoption of a child by the Member in accordance with Subsections 259 (1.1) and 270 (1)of the *Municipal Act, 2001.*

The written notice shall contain the following information:

a) an indication of the Member(s) of Council whom they wish to delegate the authority to undertake their Ward responsibility during their absence; and

b) an indication of the Member(s) of Council whom they recommend Council appoint as a Member of any Committee(s) on which the Councillor sits, on an interim basis for the duration of their absence; and

c) a recommendation to Council that the City Clerk be delegated the authority to approve the payment of costs from their expense account arising from routine expenses, in consultation with the Member(s) of Council to whom delegation has been given in accordance with a) above, and in accordance with the Council Members' Expense Account Policy, if there is sufficient funds in the expense account to do so.

When such written notice is provided, the City Clerk shall forward the written notice forward for Council consideration immediately following the City Clerk's receipt of the written notice.

Bill No. 123
2019

By-law No. C.P.-____-___

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.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13,* as amended, and pursuant to the request from Wastell Builders (London) Inc., it is expedient to exempt lands located on Michael Circle, north of Michael Street, formerly known as 1245 Michael Street; being composed of all of Blocks 3, 4 and 5 Plan 33M-745 from Part-Lot Control;

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

1. Lands located on Michael Circle, north of Michael Street, formerly known as 1245 Michael Street, being composed of all of Blocks 3, 4 and 5, Plan 33M-745, in the City of London and County of Middlesex, more accurately described as Parts 1 to 74 inclusive on Reference Plan 33R-20235, are hereby exempted from Part-Lot Control pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being pointed out that these lands are zoned to permit street townhouse dwellings in conformity with the Residential R4 Special Provision (R4-2(2)) Zone of the City of London Zoning By-law No. Z.-1, covering the subject area.

2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 124
2019

By-law No. C.P.-____-___

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.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13,* as amended, and pursuant to the request from Rockwood Homes, it is expedient to exempt lands located at 2688 Asima Drive, legally described as Block 56 in Registered Plan 33M-699, from Part-Lot Control;

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

1. Block 56 in Registered Plan 33M-699, located at 2688 Asima Drive, west of Jackson Road, is hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years.

2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 125
2019

By-law No. L.S.P.-____-___

A by-law to designate 432 Grey Street to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 432 Grey Street has been duly published and served;

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

1. The real property at 432 Grey Street, more particularly described in Schedule “A” attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule “B” attached hereto.

2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.

3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.

4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

SCHEDULE "A"
To By-law No. L.S.P.-_____

Legal Description
Part Lot 13, N/E Grey Street, Plan 178(E) as in LC74719, London

SCHEDULE "B"
To By-law No. L.S.P.-_____

Description of Property
The property at 432 Grey Street is located on the north side of Grey Street between Colborne and Maitland Streets. It is adjacent to 430 Grey Street, which is the location of Beth Emanuel British Methodist Episcopal Church (c1868). The building on the property at 432 Grey Street (known as the Fugitive Slave Chapel) was originally located at 275 Thames Street, part of Lot 26, south of Bathurst Street, in the City of London. It is a 1-storey, wood-framed structure, dating from 1853-1855, and built in the vernacular style. The building originally functioned as a place of worship for the African Methodist Episcopal Church congregation (at 275 Thames Street), and was later sold in 1869 and converted to a residential use. The building was relocated to 432 Grey Street in 2014.

Statement of Cultural Heritage Value or Interest
The property at 432 Grey Street is of significant cultural heritage value because of its physical or design values, its historical or associative values, and its contextual values.

The cultural heritage interest of the property and building at 432 Grey Street is based on its associations with: 1) the early development of the Black community in London; 2) its later connections to the Underground Railway; and, 3) the emergence in London of a branch of the African Methodist Episcopal Church – later renamed the British Methodist Episcopal Church. The building, originally used for the intended purpose as a house of worship, also marks one of the oldest extant structure used as a church in London and is the first African Methodist church in London. The building's construction dates from the mid-1800s and reflects wood-framing using bent structural system and assembly. Its current location historically links the building to its surroundings in SoHo as an area where – in the late 1800s – a more prosperous Black community relocated from the Thames Street area. Situated adjacent to Beth Emanuel Church at 430 Grey St, together both buildings represent two eras of a common history of the Black community in London.

Heritage Attributes
The heritage attributes which support or contribute to the cultural heritage value or interest of the property at 432 Grey Street include:

- The one-storey vernacular cottage style building form with pitched-end gable roof;
- A symmetrical front façade with a single centered door and two evenly spaced window openings;
- Original exterior materials dating to the time of construction; including (but not limited to) all wood elements used on the exterior, bent structural system and assembly; and,
- One open, non-divided interior space or room.

Bill No. 126
2019

By-law No. L.T.C.-____-___

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.

WHEREAS By-law No. A.-6377-206, being “A By-law to continue the London Transit Commission”, provides:

- in Section 2 that the London Transit Commission is a body corporate;
- in Section 7 that the London Transit Commission possesses and may exercise all the powers, rights, authorities and privileges with respect to the operation, extension, alteration, repair, control and management of the local transportation system of the City of London;
- in Subsection 7(a) that such powers, rights, authorities and privileges include “to manage, operate, establish, equip, alter, extend and maintain a bus system over the streets and public places of the City of London.., and in subsection 7(f) “to enter into agreements with the Corporation for all or any of the following: …the performance of services by the Commission to the Corporation”;
- in Subsection 13 that, “with the intent that the transportation system shall be self-sustaining and shall not operate with a deficit, the Commission shall so regulate and fix all tolls and fares for the carriage of passengers that a revenue shall be produced which, together with the application of an appropriate part of any annual approved operating subsidy from the City of London, other operating revenues and funding from reserves and/or senior levels of government shall be in each year sufficient to provide the cost of operating the transportation system….”;
- in Section 14 that the Council may by by-law enter into an arrangement with the London Transit Commission to provide, either at all times, or within specified times, free transportation or transportation at reduced fares, to any class of residents of the City of London and to provide in such by-law or by-laws for the making of grants to the Commission to cover the cost of providing such transportation;

AND WHEREAS Municipal Council resolved at its Meeting of December 18, 2018, “That the proposed reinstatement of reduced cost of Senior’s Bus Tickets BE REFERRED to 2019 Budget Process and the Civic Administration BE DIRECTED to establish a source of financing.”;

AND WHEREAS the Managing Director, Neighbourhood, Children and Fire Services brought forward a proposal for seniors subsidized bus tickets which was considered during the Strategic Priorities and Policy Committee Multi-Year Budget Meeting of January 24, 2019;

AND WHEREAS at the Municipal Council meeting on February 12, 2019, Council resolved: That the following actions be taken with respect to the following Operating Budget Amendment Cases: Business Case #13 (Subsidized Transit for Seniors) – Net Impact $285, BE APPROVED;

AND WHEREAS Section 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that a municipality may make grants, on such terms as to security and otherwise

as the Council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Council considers it to be in the interests of the municipality to provide a grant to London Transit Commission to cover the cost of providing subsidized transportation to individuals 65 years of age and over;

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

1. An arrangement 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 following conditions:

(a) Fare to be 75% of the basic adult ticket fare as established by the London Transit Commission, with no cash fares;

(b) Reduced fare applies to fares purchased by way of paper tickets, or stored value smart card, or such other technology as determined by London Transit Commission;

(c) Suitable identification card with proof that age is 65 or older to be presented on each purchase of fares and at the request of the bus operator at any time;

(d) Special tickets, stored value smart card, or such other technology, is to be provided by the London Transit Commission at its own expense.

2. The agreement attached as “Schedule A” 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 to the London Transit Commission for such purpose, is hereby approved and authorized.

3. The Mayor and City Clerk are authorized and directed to execute the agreement approved in paragraph 1 above on behalf of The Corporation of the City of London.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

SCHEDULE A

AGREEMENT (Establishment of a Reduced Fare for Seniors 65 years of age and over)

THIS AGREEMENT made with effect as of April 1, 2019

B E T W E E N:

LONDON TRANSIT COMMISSION
(the "**Commission**")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LONDON
(the "**City**")

OF THE SECOND PART

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*, S.O. 2001, c.25, as amended;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality may make grants, on such terms as to security and otherwise as the Council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that Council considers to be in the interests of the municipality;

AND WHEREAS the Commission is a body corporate and a local board continued under By-law No. A.-6377-206;

AND WHEREAS pursuant to the provisions of Section 14 of By-law No. A.-6377-206, the parties desire to enter into an agreement for the Commission to provide transportation at reduced fares in the form of a reduced cost bus ticket to seniors 65 years of age and over and for the City to provide grants to the Commission to cover the costs of providing such transportation.

NOW THEREFORE IN CONSIDERATION of the premises and the covenants and agreements hereinafter contained, the parties agree as follows:

1. **Commencement of Agreement**
   This Agreement shall commence on April 1, 2019.

2. **Seniors Bus Fare - Fee**
   Commencing April 1, 2019, the Commission will re-establish the seniors bus fare (75% of the basic adult ticket fare) for individuals 65 years of age and over.

3. Eligibility
   The senior bus fare shall only be available for purchase and use by individuals of a class based on the following:
   - 65 years of age and over; and,
   - City of London resident.

   The Commission shall use best efforts to ensure that only those individuals who are eligible are allowed to purchase and use a senior bus fare for transportation on buses operated by the Commission in the City of London.

4. **Seniors Bus Fare - Statistics**
The Commission will provide the City with ridership and sales statistics for the seniors bus fare on a monthly basis as part of the monthly invoicing.

5. **Invoice**
The Commission will provide a monthly invoice to the City based on the actual sale of seniors bus fare in the preceding month.

6. **Grant to Commission**
The City will pay monthly by way of grant to the Commission the amount in the preceding month as determined in paragraph 5. Such grant represents the cost to the Commission of providing the senior bus fares.

7. The City may terminate this agreement at any time on providing 60 days' advance notice to the Commission.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

SIGNED, SEALED, AND DELIVERED

LONDON TRANSIT COMMISSION

Per: _____

Print Name: _____

General Manager*

*I have authority to bind the Commission.

Per: _____

Print Name: _____

Secretary-Treasurer*

*I have authority to bind the Commission.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Ed Holder, Mayor

Per: _____

Catharine Saunders, City Clerk

Bill No. 127
2019

By-law No. PS-113-19___

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

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

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

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

1. **Paratransit Stop**

Section 12.1 of by-law PS-113 is amended by adding the following:

e) The south side of Dundas Street from a point 71 m east of Clarence Street to a point 78 m east of Dundas Street

2. **No Stopping**

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

Dundas Street	North	Richmond Street	A point 70 m east of Richmond Street	Anytime
Dundas Street	North	A point 62 m west of Ridout Street N	Ridout Street N	Anytime
Dundas Street	North	A point 184 m west of Ridout St N	A point 89 m west of Ridout Street N	Anytime
Dundas Street	North	A point 55 west of Talbot Street	A point 35 m west of said Street	Anytime
Dundas Street	North	Talbot Street	A point 70m east of Talbot Street	Anytime
Dundas Street	South	A point 55 m west of Richmond Street	Richmond Street	Anytime
Dundas Street	South	Ridout Street N	A point 31 m east of Ridout St N	Anytime

Dundas Street	South	A point 184 m west of Ridout Street N	Ridout Street N	Anytime
Dundas Street	South	A point 67 m west of Talbot Street	Talbot Street	Anytime

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

Dundas Street	North	Ridout Street N	A point 96 m east of Ridout Street N	Anytime
Dundas Street	North	A point 24 m west of Talbot Street	A point 18 m east of Talbot Street	Anytime
Dundas Street	North	A point 38 m east of Talbot Street	A point 31 m east of Richmond Street	Anytime
Dundas Street	North	A point 78 m east of Richmond Street	A point 19 m east of Clarence Street	Anytime
Dundas Street	North	A point 39 m east of Clarence Street	Wellington Street	Anytime
Dundas Street	South	Ridout Street N	A point 34 m east of Ridout Street N	Anytime
Dundas Street	South	A point 55 m east of Ridout Street	A point 112 m east of Talbot Street	Anytime
Dundas Street	South	A point 134 m east of Talbot Street	A point 116 m east of Richmond Street	Anytime
Dundas Street	South	30 m west of Clarence Street	30 m east of Clarence Street	Anytime
Dundas Street	South	A point 77 m east of Clarence Street	Wellington Street	Anytime

3. **<u>No Parking</u>**

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

Dundas Street	Both	A point 89 m east of Clarence Street	A point 82 m west of Wellington Street	Anytime

Dundas Street	North	A point 42 m east of Ridout Street N	A point 116 m east of said street	Anytime
Dundas Street	North	A point 70 m east of Talbot Street	A point 60 m west of Richmond Street	Anytime
Dundas Street	North	Richmond Street	A point 70 m east of Richmond Street	Anytime
Dundas Street	South	A point 31 m east of Ridout Street N	A point 67 m west of Talbot Street	Anytime
Dundas Street	South	A point 65 m east of Talbot Street	A point 55 m west of Richmond Street	Anytime
Dundas Street	South	A point 25 m west of Richmond Street	Richmond Street	Anytime
Dundas Street	South	A point 28 m west of Clarence Street	Clarence Street	Anytime
Dundas Street	South	Richmond Street	A point 63 m west of Clarence Street	Anytime

4. **<u>Taxi Stands</u>**

Schedule 4 (Taxi Stands) of the By-law PS-113 is hereby amended by **deleting** the following row:

Dundas Street	North	A point 62 m east of Clarence Street	A point 73 m east of Clarence Street	9:00 p.m. to 6:00 p.m.
Dundas Street	South	A point 51 m east of Richmond Street	A point 65 m east of said street.	9:00 p.m. to 6:00 p.m.

5. **<u>Loading Zones</u>**

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

Dundas Street	North	From a point 62 m east of Clarence Street to a point 73 m east of Clarence Street	6:00 a.m. to 9:00 p.m.
Dundas Street	North	From a point 60 m west of Richmond Street to a point 45 m west of the said street	8:00 a.m. to 6:00 p.m.
Dundas Street	South	From a point 52 m east of Talbot Street to a point 65 m east of the said street	8:00 a.m. to 6:00 p.m.

Dundas Street	South	From a point 62 m west of Clarence Street to a point 49 m west of Clarence Street	8:00 a.m. to 6:00 p.m.

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

Dundas Street	North	From a point 18 m east of Talbot Street to point 38 m east of Talbot Street	7:00 a.m. to 11:00 a.m.
Dundas Street	North	From a point 31 m east of Richmond Street to a point 44 m east of Richmond Street	
Dundas Street	South	From a point 122 m east of Talbot Street to point 135 m east of Talbot Street	7:00 a.m. to 11:00 a.m.
Dundas Street	South	From a point 30 m east of Clarence Street to a point 44 m east of Clarence Street	8:00 a.m. to 6:00 p.m.

6. **<u>Prohibited Turns</u>**

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Dundas Street with Talbot Street	Eastbound and & Westbound	Left (3:00 p.m. to 6:00 p.m. Monday to Friday)
Dundas Street with Talbot Street	Eastbound and Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday to Friday)

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **adding** the following rows:

Dundas Street with Talbot Street	Eastbound and Westbound	Left (3:00 p.m. to 6:00 p.m. Monday to Friday) Bicycles Excepted
Dundas Street with Talbot Street	Eastbound and Westbound	Right (7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday to Friday) Bicycles Excepted

7. **<u>Pedestrian Crossovers</u>**

Schedule 13.1 (Pedestrian Crossovers) of the By-law PS-113 is hereby amended by **adding** the following row:

Dundas Street	76 m east of Talbot Street

8. **<u>On-Street 2 Hour Metered Parking</u>**

Schedule 20 (On-Street 2 Hour Metered Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Dundas Street	North	Talbot Street	Colborne Street	8:00 a.m. to 6:00 p.m.

Dundas Street	North	Ridout Street N	33m easterly	8:00 a.m. to 6:00 p.m.
Dundas Street	North	Ridout Street N	A point 42 m east of Richmond Street	8:00 a.m. to 6:00 p.m.
Dundas Street	South	Talbot Street	Adelaide Street N	8:00 a.m. to 6:00 p.m.

Schedule 20 (On-Street 2 hour Metered Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Dundas Street	North	Ridout Street N	A point 18 m east of Talbot Street	8:00 a.m. to 6:00 p.m.
Dundas Street	North	A point 18 m east of Talbot Street	A point 38 m east of Talbot Street	11:00 a.m. to 6:00 p.m.
Dundas Street	North	A point 38 m east of Talbot Street	A point 31 m east of Richmond Street	8:00 a.m. to 6:00 p.m.
Dundas Street	North	A point 44 m east of Richmond Street	Colborne Street	8:00 a.m. to 6:00 p.m.
Dundas Street	South	Ridout Street N	A point 122 m east of Talbot	8:00 a.m. to 6:00 p.m.
Dundas Street	South	A point 122 m east of Talbot	A point 135 m east of Talbot	11:00 a.m. to 6:00 p.m.
Dundas Street	South	A point 135 m east of Talbot	A point 71 m east of Clarence Street	8:00 a.m. to 6:00 p.m.
Dundas Street	South	A point 78 m east of Clarence Street	Adelaide Street N	8:00 a.m. to 6:00 p.m.

9. **<u>Designated Parking Spaces – Disabled Persons</u>**

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

Dundas Street	North	A point 71 m east of Richmond Street	A point 78 m east of Richmond Street	2 Hours
Dundas Street	North	A point 32 m east of Clarence Street	A point 39 m east of Clarence Street	2 Hours

Dundas Street	South	A point 34 m east of Ridout Street N	A point 42 m east of Ridout Street N	2 Hours
Dundas Street	South	A point 115 m east of Talbot Street	A point 122 m east of Talbot Street	2 Hours

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 128
2019

By-law No. S.-____-___

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.

WHEREAS Sean Christopher Baker and Leah Marie Baker (the "Owners") represents that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, known municipally as 218 Cambridge Street, in the said City of London, County of Middlesex, and which are more particularly described in the boulevard parking agreement attached hereto as Schedule "A" (the "said lands");

AND WHEREAS the Owners, Sean Christopher Baker and Leah Marie Baker, have petitioned the Municipal Council of The Corporation of the City of London for permission to use a portion of the City-owned road allowance which abuts the said lands as a boulevard parking area (the "said parking area") for the purpose of parking motor vehicles;

AND WHEREAS the Municipal Council of The Corporation of the City of London has approved the entering into of a Boulevard Parking Agreement (the "said Agreement") with the Owner relating to the use of the said parking area;

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

1. The said Agreement attached hereto as Schedule "A" of this by-law is authorized and approved.

2. The Mayor and the City Clerk are authorized and directed to execute the attached Agreement on behalf of The Corporation of the City of London and to cause the seal of the Corporation to be affixed thereon.

3. The City Clerk is authorized upon the receipt of the required registration fee from the Owner and upon the authorization of the Site Plan Administrator for The Corporation of the City of London to register this by-law in the Land Registry Office for the Land Titles Division of Middlesex No. 33.

4. Nothing in this by-law limits the covenants and agreements between the parties to the said Agreement.

5. This by-law comes into force and effect on the day it is passed.

PASSED in open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Schedule "A"

SCHEDULE "A" to By-law No.S.-

THIS AGREEMENT made in duplicate this 19th day of February, 2019
BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called "the Corporation")

OF THE FIRST PART

AND

SEAN CHRISTOPHER BAKER & LEAH MARIE BAKER
(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS by section 11(1) of the *Municipal Act 2001*, as amended, the Corporation is authorized and empowered to pass by-laws for leasing or licensing the use of untravelled portions of highways, under the jurisdiction of the council, except highways that are extensions or connecting links of the King's Highway;

AND WHEREAS the Owner represents that it is the registered owner of certain lands and premises in the City of London, in the County of Middlesex, known municipally as, **218 CAMBRIDGE STREET** in the City of London, County of Middlesex, and being more particularly described in Schedule "B" attached hereto;

AND WHEREAS the Owner has petitioned the Municipal Council of the Corporation for permission to use, for the purpose of parking motor vehicles, the lands and premises as shown on the parking plan attached hereto as Schedule **218 CAMBRIDGE STREET** in the City of London on the terms and conditions as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the premises and the sum of TWO DOLLARS ($2.00) of lawful money of Canada, now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform, at its expense the following matters and things:

1. The Corporation agrees to allow the Owner, at the Owner's sole expense, to construct, maintain, repair and use in accordance with the terms of this Agreement a parking area on the Premises as set out in Schedule "C" attached.

2. The Owner shall pay all applicable realty taxes assessed against the parking area constructed on the Premises on or before the City of London tax instalment due date(s).

3. The Owner shall ensure that the parking area is constructed on the Premises in accordance with the approved parking plan attached as Schedule "C" and shall obtain approval from the General Manager of Environmental and Engineering Services and City Engineer for the Corporation for a curb cut, if required.

4. All terms and conditions of this Agreement and all works to be carried out on the Premises shall be completed within one hundred and eighty days (180) days from the date of this Agreement or by such other date as may be specified in writing by the Corporation.

5. The Owner shall, at its expense, maintain the parking area on the Premises in accordance with the plan as set out in Schedule "C" and shall make no alterations or additions to the parking area on the Premises without the written approval of the Corporation which approval may not be unreasonably withheld.

6. The Owner covenants:

   (a) to use the Premises solely for the purpose of parking motor vehicles and the parking must be accessory to an abutting legal residential use;

   (b) to remove from the Premises, upon receiving written notice from the Corporation, any inoperable, unserviceable or incapacitated motor vehicles;

   (c) not to permit nor to undertake the repair or servicing of motor vehicles on the Premises;

   (d) to keep the Premises free from dust, papers and rubbish of any kind;

(e) to use the Premises in a proper and orderly manner and not to permit anything to be done upon the Premises which is in violation of any by-law of the Corporation in force during the time of this Agreement or which may create a nuisance or be objectionable;

(f) not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

length	-	6.0 meters (20.0 feet)
width	-	2.4 meters (7.9 feet)
height	-	2.4 meters (7.9 feet)

or to accommodate any other vehicle which is deemed by City Council to be unacceptable; and

(g) not to use the Premises for the storage of any materials.

(h) that the parking area constructed on the Premises shall not encroach onto adjacent properties.

7. The Owner acknowledges and agrees that the parking area constructed on the Premises is solely for the use and enjoyment of the resident or occupant of the Owner's lands as set out in Schedule "B".

8. The Owner shall, at all times, indemnify and save harmless the Corporation of and from all loss, costs and damages which the Corporation may suffer, be at or be put to, for or by reason or on account of any matter or thing which may occur, be done or arise by reason of the use of the Premises or of any other property of the Corporation to gain ingress to or egress from the parking area or anything which may be done thereon or which may be neglected to be done thereon by the Owner, his agents, servants, or others.

9. The Owner shall, throughout the term of this Agreement, at its own expense obtain and maintain and provide the Corporation with evidence of comprehensive general liability insurance for an amount not less than Two Million ($2,000,000) dollars or such greater amount as the Corporation may advise is required and shall include the Corporation as an additional insured with respect to the Owner's obligations under this Agreement. The above-mentioned insurance will not be cancelled or permitted to lapse unless the Owner's insurer notifies the Corporation in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the Corporation promptly upon request.

10. This Agreement may be terminated by either party upon sixty (60) days notice in writing and such notice having been given, this Agreement and all of the conditions, covenants and provisos herein shall cease on the day set out in the said notice.

11. On termination of this Agreement for any reason, including but not limited to default, the Owner shall, within ninety (90) days therefrom, remove from the Premises all works associated with the parking area and restore, at its own expense, the Premises in a manner and to a condition satisfactory to the General Manager of Environmental and Engineering Services and City Engineer which may include, but not be limited to, the restoration of the boulevard to grass and the construction of curbs to prevent ingress to or egress from the Premises.

12. Notwithstanding anything contained herein, the Corporation shall have the right of free, uninterrupted and unobstructed access at all times to the Premises for the purpose of inspecting the facilities, works and matters, and for the purpose of installing and maintaining services and utilities and the Corporation shall only be liable to restore the premises to the approximate condition in which it existed at the time of each any every entry upon the premises.

13. Any notice by the City to the Owner shall be effectually given by personal service upon or by first class registered mail to the Owner at the address shown on the last returned assessment roll as updated from time to time as to any change in ownership received in writing by the City Clerk, and every such notice shall be deemed to be given upon the day it was personally served or so mailed.

14. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be invalid or unenforceable for any reason whatever, then the particular provision or provisions or

part of the provision shall be deemed to be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.

15. This Agreement is to be read with all changes in gender or number as required by the context.

16. This Agreement shall be binding upon the Owner, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the said lands from time to time and "Owner" wherever used in this Agreement is intended and shall be construed to include such subsequent owners and occupiers.

IN WITNESSETH WHEREOF the Owner has hereunto set its hand and seal, or caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be, and the Corporation has caused to be affixed its corporate seal duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED

in the presence of a Witness

Sean Christopher Baker

Leah Marie Baker

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

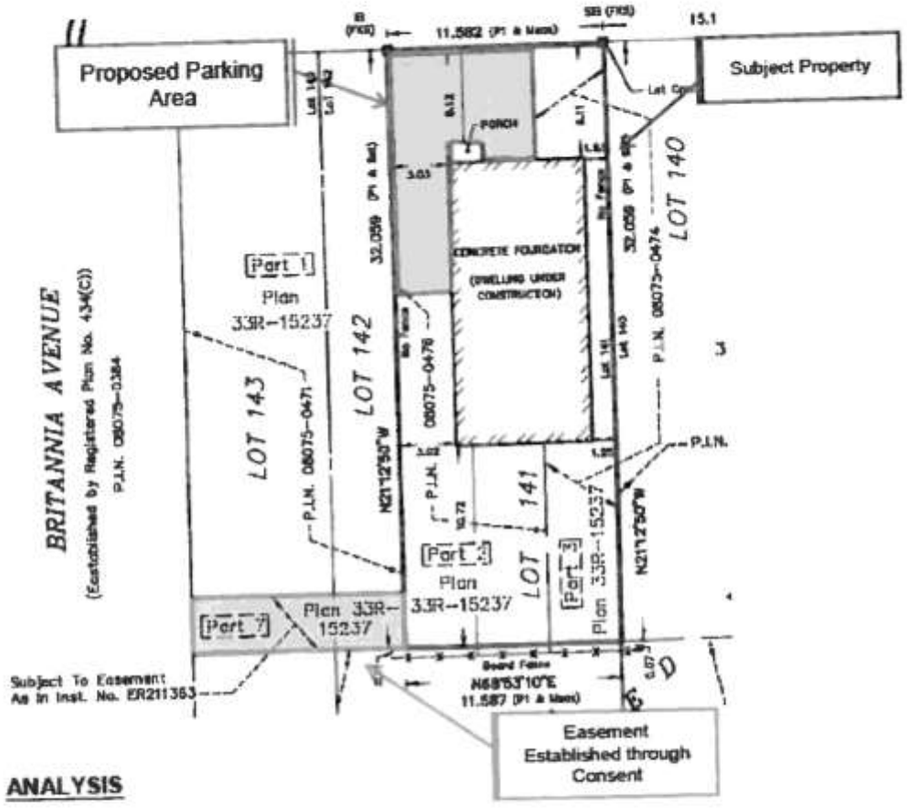
Catharine Saunders, City Clerk

CITY SOLICITOR'S OFFICE
CITY OF LONDON
DATE Feb 26/19
APPROVED AS TO FORM ONLY

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Part of LOTS 141 & 142, PLAN 434(C) DESIGNATED AS PARTS 2 & 3, 33R15237; TOGETHER WITH EASEMENT OVER PART 7, 33R15237 AS IN ER211363; CITY OF LONDON

SCHEDULE "C"



ANALYSIS

Bill No. 129
2019

By-law No. S.-____-___

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway (as part of Evans Boulevard, as part of Irish Moss Road, and as part of Chelton Road.)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Evans Boulevard, as part of Irish Moss Road, and as part of Chelton Road, namely:

"All of Block 2 on Registered Plan 33M-551 in the City of London and County of Middlesex;"

And

"All of Block 151 on Registered Plan 33M-525 in the City of London and County of Middlesex;"

And

"All of Block 152 on Registered Plan 33M-525 in the City of London and County of Middlesex."

2. This by-law comes into force and effect on the day it is passed.

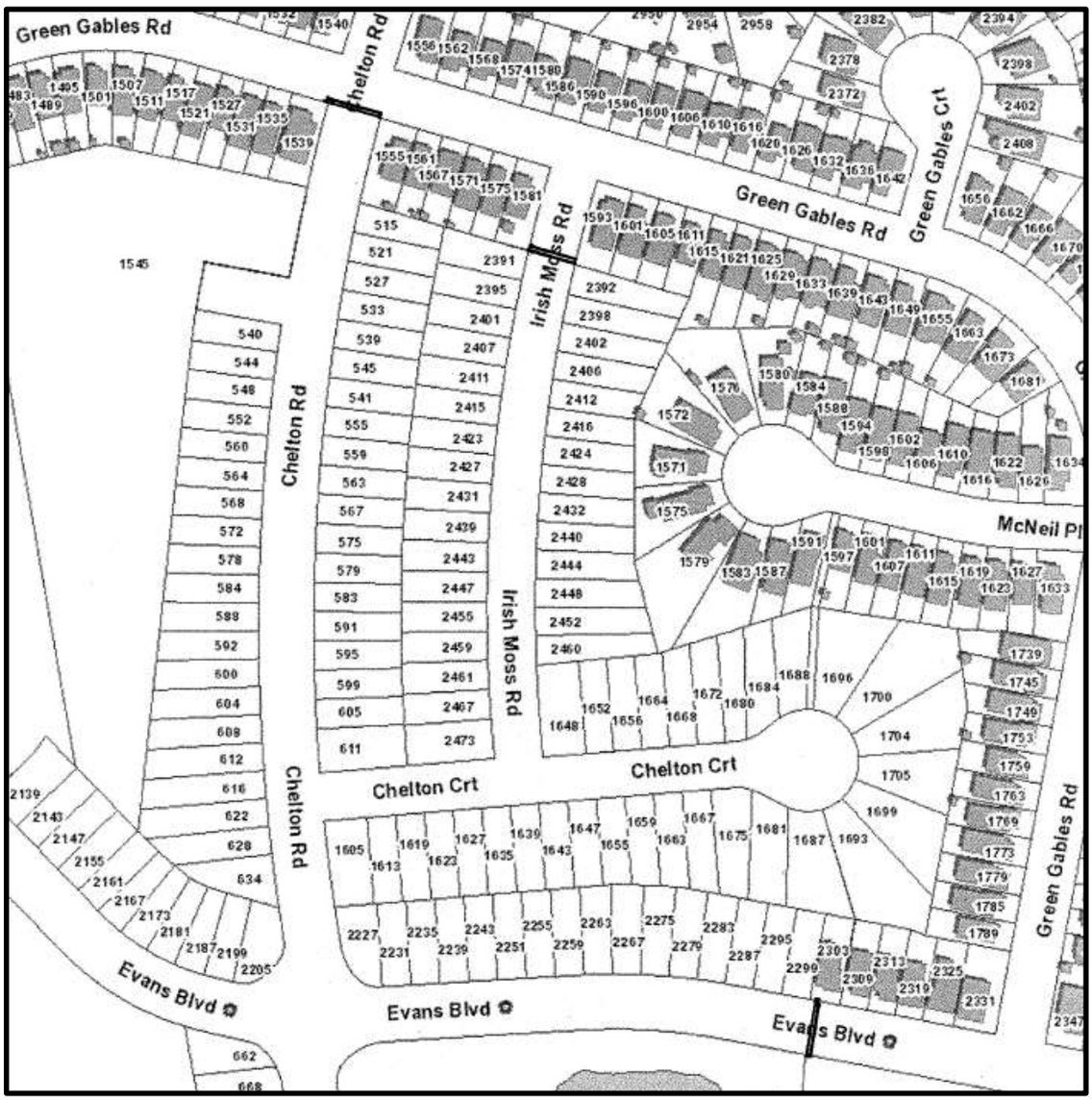
PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Location Map



Bill No. 130
2019

By-law No. W.-_____-___

A by-law to authorize the New Thames Valley Pathway (Project PD212418).

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “New Thames Valley Pathway (Project PD212418)” is hereby authorized.

2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed $573,900.00.

3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 131
2019

By-law No. W-8-19____

A by-law to amend By-law W-8 entitled, "Regulation of Water Supply in the City of London."

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

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

AND WHEREAS it is deemed expedient to amend By-law No. W-8 being the Regulation of Water Supply in the City of London By-law;

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

1. Part 1 of By-law W-8 is hereby amended by **adding** the following:

"Residential" means a single detached residence, semi-detached, and/or individually metered townhome unit, including homes with an accessory apartment or home occupation which is not served by a separate Meter.

2. Section 3.3 of By-law W-8 is hereby amended by **deleting** the existing Sections 3.3 and **replacing** it with a new Section 3.3, as follows:

"**3.3 Meter reading and billing**
Water meters may be read and accounts rendered monthly, bi-monthly or on any other basis at the discretion of the City. The bill shall be deemed to be served upon the customer if it is delivered or sent by mail to the Premises supplied, or if notice of bill availability is delivered electronically where the customer has elected for an electronic means of contact. The City, in its sole discretion, shall collect customer water consumption data with a drive-by Meter reading system on a route by route basis.

3.3.1 If a meter fails to register or a read is not collected for any other reason, the customer shall be charged on the basis of a reasonable estimate as determined by the City of London derived from previous consumption at the property where available. At the time when a meter read is collected, the account will be adjusted based on the actual metered consumption during the estimated period.

3. Section 3.4 of By-law W-8 is hereby amended by deleting the existing Section 3.4, as follows:

"**3.4 Meter reading and billing – drive-by Meter reading route**
The City, in its sole discretion, may measure water usage with drive-by Meter reading system on a route by route basis. Customers may request that an encoder Meter be installed with an external Remote Read-Out Unit. Customer's that request an encoder Meter be installed shall pay the applicable charge as indicated in Section 3.3 of attached Schedule "A"."

4. Section 3.14.2 of By-law W-8 is hereby amended by deleting the existing Section 3.14.2 and replacing it with the new Section 3.14.2, as follows:

"3.14.2 Frontage charge

(1) A frontage charge shall be payable as set out in Section 3.3 of attached Schedule "A" when a Service Stub is connected to the Water Distribution System.

(2) Subsection 3.14.2(1) does not apply when a connection is made to a Main and that connection:

(a) has been financed under the provisions of a local improvement;

(b) is the subject of an area rate or special local municipality levy by-law;

(c) is made to a Main financed under the Development Charges By-law and a Water Distribution Development Charge has been paid;

(d) is made to land that includes a building for which a Water Distribution Development Charge has been paid, or;

(e) is made to land which was already legally connected to the Main and the connection is being replaced due to condition and/or size."

5. Section 3.16 of By-law W-8 is hereby amended by deleting the existing Section 3.16, and replacing it with a new Section 3.16, as follows:

"3.16 Temporary Water supply – no connections to a fire hydrant without consent

No person shall connect to a fire hydrant without the written consent of the Engineer. After receiving consent, that person shall pay the charges as indicated in Section 3.3 of attached Schedule "A". A deposit, equal to the Water Consumption Minimum Charge plus the Hydrant Connection/Disconnection fee, must be paid prior to the connection being made. Where a person has been connected to a fire hydrant without consent, the City will invoice that person the Illegal Connection Charge, as indicated in Section 3.3 of attached Schedule "A"."

6. Section 3.19 of By-law W-8 is hereby amended by deleting the existing Section 3.19 and replacing it with a new Section 3.19, as follows:

"**3.19 Retroactive credits or charges for billing errors**

If a billing error is made, the account may be retroactively recalculated for a period not exceeding two (2) years from the date of detection with resulting credits or charges being applied to the account."

7. Part 6 of By-law W-8 is hereby amended by deleting the existing Section 6.17 through 6.18 and replacing it with a new Section 6.17 through 6.19, as follows:

"6.17 Responsibility for Hydrant Damage Repair – Private property

Hydrants located on private property that sustain damage shall be repaired within seven (7) days. Responsibility for repairs is as follows:

a) Damage above the break-away flange shall be repaired by the City of London, or by persons authorized by the City, at the expense of the City;
b) Damage below the break-away flange, including the barrel, shall be repaired by the Owner, at the expense of the Owner.

6.18 Renewal of Service Stubs - City – Owner

The City shall renew Service Stubs on public property at its expense and to its specifications when:

a) Service Stub is deemed by the Engineer to be beyond repair;
b) the existing Service Stub is substantially composed of lead provided the Owner has completed replacement of the Service Extension before the City replaces the Service Stub. The replacement Service Stub shall conform to the

specifications of the City. Replacement Service Stub shall be the same size as existing or the minimum size for that area of the City.

6.19 Access - removal - inspection - fittings
Where a Customer discontinues the use of a Water Service, or the Engineer lawfully refuses to continue to supply Water to the Premises, the Engineer may, at all reasonable times, enter the Premises in or upon which the Customer was supplied with the Water service, for the purpose of disconnecting the supply of Water or of making an inspection from time to time to determine whether the Water service has been or is being unlawfully used or for the purpose of removing therefrom any fittings, machines, apparatus, Meters, pipes or other things being the property of the City in or upon the Premises, and may remove the same therefrom, doing no unnecessary damage."

8. Part 7 of By-law W-8 is hereby amended by deleting the existing Section 7.2 through 7.19 and replacing it with a new Section 7.2 through 7.22, as follows:

"7.2 Fire Fighting Water Through Meter – Remedy
Firefighting Water that passes through a Meter supplied by the City for a legitimate and verifiable fire incident, to the satisfaction of the Engineer, and exceeds three times the average consumption through the Meter, will be eligible for a billing adjustment. Billing charges will be based on the average consumption through the Meter, as determined by the Engineer.

7.3 Supply - installation - ownership - replacement
The Owner shall pay the Water Related Service charges as indicated in Section 3 of attached Schedule "A", before the City will supply the owner with a Meter and Remote Read-Out Unit and the Meter and Remote Read-Out Unit shall be installed prior to occupancy of the Premises. The Meter and Remote Read-Out Unit shall remain the exclusive property of the City and may be removed at the Engineer's discretion, upon the same being replaced by another Meter and Remote Read-Out Unit, or for any reason which the Engineer may, in their discretion, deem sufficient.

7.4 Installation - maintenance - repair - access
The Engineer may shut off or restrict the supply of Water to any Premises if the Engineer requires access to the Premises to inspect, install, repair, replace, or alter the Meter and the Remote Read-Out Unit. The Engineer shall have free access, at all reasonable times, and upon notice given as set out in section 7.4 of this by-law, to all parts of every Premises to which any Water is supplied for the purpose of inspecting, installing, repairing, replacing or altering the Meter and/or Remote Read-Out Unit, within or without the Premises, or for placing Meters upon any Water Service Pipe within or without the Premises as the Engineer considers expedient.

7.5 Notice required - access
Before shutting off or restricting the supply of Water, the Engineer shall,
(a) by personal service or by registered mail, serve the Owner, Customer and Occupants of the Premises as shown on the last returned assessment roll of the municipality with a notice of the date upon which the City intends to shut off or restrict the supply of Water if access to the Premises is not obtained before that date;
(b) securely attach a copy of the notice described in clause (a) to the Premises in a conspicuous place.

7.6 No shut off - reasonable effort - gain access
The Engineer shall not shut off or restrict the supply of Water unless it has made reasonable efforts to gain access to the Premises and has been unable to gain access within fourteen (14) days after the later of,
(a) the day the last notice under part (a) of section 7.4 of this by-law was personally served;
(b) the day the last notice under part (a) of section 7.4 of this by-law was mailed; and
(c) the day a copy of the notice was attached under part (b) of section 7.4 of this by-law.

7.7 Restoration of Water supply - as soon as practicable
If the Engineer has shut off or restricted the supply of Water under section 7.3 of this bylaw, the Engineer shall restore the supply of Water as soon as practicable after obtaining access to the Premises.

7.8 Charges - Owner or Customer to pay
All charges for any of the work and services mentioned in sections 7.3 and 7.6 of this by-law will be determined by the Engineer as indicated in Section 3.3 of attached Schedule "A" and shall be paid in full by the Owner or the Customer, as the case may.

7.9 Every Premises Metered - Engineer's discretion
Every separate Premises to which Water is being supplied shall be furnished with a separate Meter, supplied by the City except where non-compliance is acceptable to the Engineer. Additional Meters, supplied by the City, may only be installed at the discretion of the Engineer.

7.10 Installation to City Specifications
All Meters, supplied by the City, shall be installed in accordance with the City's Standard Contract Documents.

7.11 Meter Installation Options
All water meters and radio read devices are to be installed, as per the City's specifications, inside the premises that it is servicing. If an Owner wishes to alter this standard installation practice, the Owner shall complete an application form and agree to pay all associated costs with the selected option as per Section 3.3 of attached Schedule "A", for as long as that option is in use. If the application is approved, the selected alternative option will be scheduled for installation. Owners are entitled to revert back to standard meter installations, meter reading and billing, at any time, but will be subject to all associated costs as per Section 3.3 of attached Schedule "A", as required to undertake that request. Water meters in conjunction with the radio device assist with early detection and notification of potential high consumption associated with leaks. Therefore, any property that does not have a Radio Device attached to the meter or wired outside, will not be eligible to participate in Customer Assistance programs.

7.12 Meter Installation Options – Alternatives from standard installation
The following water meter installation options are available, by application:

a) Radio Device Wired to Outside of House – if an application is approved, all water meters are to be installed, as per the City's specifications, inside the premises that it is servicing. If an Owner wishes to have the remote read out device (radio device) wired remotely from the water meter to the external portion of the premises, in most cases the hydroelectric stack, the Owner is responsible for obtaining the wire from the City and pre-installing it from the hydroelectric stack to the internal water meter location. The radio device will then be installed onto the premises existing hydroelectric stack by City staff.

b) Touch Pad Wired to Outside of House – if an application is approved, all water meters are to be installed, as per the City's standard design, inside the premises that it is servicing. If an Owner wishes to have a remote read out device (touch pad) wired remotely from the water meter to the external portion of the premises, in most cases the hydroelectric stack, the Owner is responsible for obtaining the wire from the City and pre-installing it from the hydroelectric stack to the internal water meter location. The touch pad device will then be installed onto the premises existing hydroelectric stack by City staff. Owners opting for this alternative shall be made aware that the City of London will attempt a meter reading only once per annum, and that the water and sanitary charges will be on the basis of a reasonable estimate as determined by the City of London derived from previous consumption at the property. At the time when a meter read is collected, the account will be adjusted based on the actual metered consumption during the estimated

period. Owners opting for this alternative installation practice will not be eligible to participate in Customer Assistance programs.

c) Meter Pit Installation – if an application is approved, all water meter pits are to be installed, as per the City's standard design, by the City of London, or its authorized contractor, at the City's sole discretion. The meter pit will be fitted with a water meter and remote read out device (radio device). Meter pits will be installed on the public side of the property line, in the current location of the water service to the premises, and will also include a standard curb stop. The City will not be responsible for final restoration work, including, but not limited to, topsoil, grass, sod, asphalt, or concrete. The City will perform rough restoration to surface, to the extent possible, such that the Owner can complete final restoration at their expense. The Owner will become responsible for all water consumption from the point of the meter pit."

7.13 Meter location - Engineer to consent to change
Once installed in accordance with the City's Standard Contract Documents, the location of a Meter shall not be changed by any person except with the written consent of the Engineer.

7.14 Private Meters - Owner responsible
The City will not supply, install, inspect or read private meters, nor will the City bill consumption based on private meters. Water supply pipes to private meters must be connected to the Owner's Plumbing System downstream the City's Meter.

7.15 Reading Meter - access
The Engineer shall be allowed access to the Premises and be provided free and clear access to the Meter where Water is being supplied at all reasonable times for the purpose of reading, at the discretion of the Engineer. Where such access to the Premises and/or free and clear access to a Meter is not provided by the Customer within fourteen (14) days upon written notification by the City, as set out in Section 7.4 and 7.5 of this by-law, the Engineer may shut off or restrict the supply of Water to the Premises until such time as free and clear access to the Meter is provided.

7.16 Valve maintenance - responsibility of Owner
The Owner shall supply and install the inlet valve to the Meter where the Meter and the Service Extension is 25 mm or larger. The Owner shall be responsible for maintaining in good working order, the inlet valve to the Meter if the Meter and the Service Extension is 25 mm or larger, as well as the outlet and by-pass valves for all Meters, and shall ensure that such valving is accessible.

7.17 Leaks must be reported
Any leaks that may develop at the Meter or its couplings must be reported immediately to the City. The City is not liable for damages caused by such leaks.

7.18 Interference with Meter not permitted
No person, except the Engineer, shall be permitted to open, or in any way whatsoever to tamper with any Meter, or with the seals placed thereon, or do any manner of thing which may interfere with the proper registration of the quantity of Water passing through such Meter, and should any person change, tamper with or otherwise interfere, in any way whatsoever, with any Meter placed in any Premises, the Engineer may forthwith, without any notice, shut off the Water from such Premises, and the Water shall not be again turned on to such Premises without the express consent of the Engineer.

7.19 Owner responsible to repair piping
If, in the opinion of the Engineer, the condition of the Service Extension and/or valves and of the Plumbing System on such piping is such that the Meter cannot be safely removed for the purpose of testing, replacing, repairing or testing in place without fear of damage to Premises, the Engineer may require the Owner or Customer to make such repairs as may be deemed necessary to facilitate the removal or testing of the Meter. If, upon notification, the Owner does not comply with the Engineer's request, then the Water supply to the Premises may be turned off at the shut-off valve during removal, replacement, repair and testing of the Meter and

the City shall not be held responsible for any damages to the Owner's Premises arising from such work.

7.20 Non-functioning Meter - amount of Water estimated
If, for any reason a Meter shall be found to not be working properly, then the amount of Water Usage Charge shall be estimated based on the average reading for the previous months, when the Meter was working properly, or, if unavailable or proven inaccurate, the amount of Water Usage Charge shall be estimated on a daily average when the Meter is working properly, and the Water Usage Charge for the period during which the Meter was not working properly shall be based thereon.

7.21 Meter testing for Customer - deposit - conditions
Any Customer may, upon written application to the Engineer, have the water meter checked for accuracy. Every such application shall be accompanied by a deposit equal to the fee for checking the meter for accuracy as set out in Section 3.3 of attached Schedule "A". If the Meter is found to register correctly, slow or not to exceed three per cent (3%) in favour of the City when tested in accordance with *Section 4.2.8 of ANSI/AWWA C700 and AWWA Manual M6, Water Meters – Selection, Installation, Testing, and Maintenance*, the Customer's deposit shall be forfeited towards the cost of the test. Any additional expense of removing and testing of the Meter will be paid for in full by the Customer. If the Meter is found, when tested to register in excess of three per cent (3%), a refund will be made to the Customer equal to such excess percentage of the amount of the account for the period of four (4) months prior to such testing of the Meter, plus the Customer's deposit for the test.

7.22 Meter reading supersedes Remote Read-Out Unit reading
Where the Meter equipped with a Remote Read-Out Unit of any type and a discrepancy occurs between the reading at the register of the Meter itself and the reading on the Remote Read-Out Unit, the City will consider the reading at the Meter to be correct, and will adjust and correct the Customer's account accordingly."

9. Section 9.1 of By-law W-8 is hereby amended by deleting the existing Section 9.1 and replacing it with a new Section 9.1, as follows:

"**9.1 Regulations - Use of Water Externally**
For the purpose of limiting the consumption of Water as necessary:

(a) The Engineer is authorized to implement at any time any regulation which The Engineer, at The Engineer's discretion, considers advisable to limit the External Use of Water and this authority includes the right to ban completely the External Use of Water.

(b) Notice of the implementation of a Water use regulation by The Engineer and the effective date thereof shall be given immediately in a manner determined by The Engineer.

(c) Upon the announcement of the implementation of a Water use regulation by The Engineer, no person shall use Water except in accordance with the provisions of such regulation."

10. Schedule "A", Section 3.3, of By-law W-8 is hereby amended by deleting the existing Section 3.3 and replacing it with a new Section 3.3, as follows:

"3.3 Miscellaneous Charges
Miscellaneous charges shall be as noted in the table below.

Service or Activity	**January 1, 2017 Charge**	**January 1, 2018 Charge**	**January 1, 2019 Charge**	**March 26, 2019 Charge**
Change of occupancy/ Account set-up/ Security deposit	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro

Service or Activity	January 1, 2017 Charge	January 1, 2018 Charge	January 1, 2019 Charge	March 26, 2019 Charge
Late payment	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
NSF cheques	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
Collection charges	As set by London Hydro	As set by London Hydro	As set by London Hydro	As set by London Hydro
Bulk Water User charges Cost of Water per 1,000 litres	$3.54	3.65	$3.76	$3.76
Inspecting Waterworks installations/disconnections after hours (3 hour minimum charge)	$118.85 per hour	$122.42 per hour	$126.09 per hour	$130.00 per hour
Disconnection of Water Service During regular hours After regular hours	 $35.00 $185.00	 $35.00 $185.00	 $35.00 $185.00	 $35.00 $185.00
Arrears Certificate charges (non-payment/arrears)	$50.00 per property	$50.00 per property	$50.00 per property	As set by, payable to, and directed to London Hydro
Disconnect and Reconnect Meter at customer request 16 and 19 mm 25 mm and larger	 $196.01 $333.62	 $201.89 $343.63	 $207.95 $353.94	 $130.00 $260.00
Install Water Meter and Remote Read-Out Unit at customer request 16 and 19 mm 25 mm and larger	 $300.30	 $309.31	 $318.59	 $300.00 Time and material
Repair damaged Water Meter 16 and 19 mm 25 mm and larger	 $206.43 Time and Material	 $212.62 Time and Material	 $219.00 Time and Material	 $230.00 Time and Material
Meter checked for accuracy (at customer's request and found to be accurate) 16 and 19 mm 25 mm and larger	 $154.28 $208.51	 $158.91 $214.77	 $163.68 $221.21	 $265.00 $395.00
Builder and Developer Frontage Charges: (based on actual frontage which directly abuts City right-of-way) Residential (maximum 50 metres) Commercial, Institutional and Industrial	 $215.49 per metre $229.19 per metre	 $221.95 per metre $236.07 per metre	 $228.61 per metre $243.15 per metre	 $228.61 per metre $243.15 per metre
Valve Rod Extensions (by length): 2 Foot 2 ½ Foot 3 Foot 3 ½ Foot 4 Foot 4 ½ Foot 5 Foot 5 ½ Foot 6 Foot				 $65.97 $67.23 $68.47 $69.73 $70.98 $72.24 $73.49 $74.75 $75.99

Service or Activity	January 1, 2017 Charge	January 1, 2018 Charge	January 1, 2019 Charge	March 26, 2019 Charge
6 ½ Foot 7 Foot 7 ½ Foot 8 Foot 9 Foot 10 Foot				$77.25 $78.50 $79.76 $81.01 $83.51 $86.02
Illegal Hydrant Connection	$612.98 /offence + water Consumption	$631.37 /offence + water Consumption	$650.31 /offence + water Consumption	$750.00 /offence + water Consumption
Temporary Hydrant Connection				
Hydrant connection /disconnection	$226.81	$233.61	$240.62	$220.00
Hydrant occupancy	$42.91 /week	$44.20 /week	$45.53 /week	$40.00 /week
Water consumption				
Minimum charge (up to 300 m^3)	$980.78	$1,010.20	$1,040.51	$975.00
All additional consumption	$3.28/$m^3$	$3.38 /$m^3$	$3.48/$m^3$	$3.25/$m^3$
Water Meter Installation Options (by application):				
Radio Device Wired to Outside of House (see application for details)				No Charge
Touch Pad Wired Outside of House (see application for details)				Is not eligible for Customer Assistance Programs (see application for details)
Meter Pit Installation				Time and Material ($2,500.00 deposit required, see application for details)

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 132
2019

By-law No. WM-28-19____

A by-law to amend By-law WM-28 entitled, "Regulation of Wastewater and Stormwater Drainage Systems in the City of London."

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

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

AND WHEREAS it is deemed expedient to amend By-law No. WM-28 being the Regulation of Wastewater and Stormwater Drainage Systems in the City of London By-law;

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

1. **Frontage Charge Exemptions**

Section 6.3 of By-law WM-28 is hereby amended by **deleting** the existing Section 6.3 and **replacing** it with a new Section 6.3 as follows:

"6.3 Frontage Charge – exemptions

Subsection 6.2 does not apply when a connection is made to a Sewer and that connection:

(a) has been financed under the provisions of a local improvement;

(b) is the subject of an area rate or special local municipality levy by-law;

(c) is made to land that includes a building for which a Sanitary Sewer Development Charge has been paid;

(d) services land within a registered plan of subdivision, provided the Sewer has been constructed pursuant to the registered subdivision agreement, or;

(e) is made to land which was already legally connected to the Main and the connection is being replaced due to condition and/or size."

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

Bill No. 133
2019

By-law No. Z.-1-19_____

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.

WHEREAS Lambeth Health Organization Inc. have applied to remove the holding provisions from the zoning for the lands located at 4402 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 4402 Colonel Talbot Road, as shown on the attached map, to remove the h-18 holding provisions so that the zoning of the lands as a Business District Commercial Special Provision (BDC(30)) Zone comes into effect.

2. This By-law shall come into force and effect on the date of passage.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

SCHEDULE "A"

File Number: H-8961
Planner: SM
Date Prepared: 2019/02/15
Technician: rc
By-Law No: Z.-1-

SUBJECT SITE

1:1,500

0 5 10 20 30 40 Meters

Bill No. 134
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 131 King Street.

WHEREAS 131 King West Inc. has applied to remove the holding provision from the zoning for the lands located at 131 King Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule “A” to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 131 King Street, as shown on the attached map, to remove the holding provision so that the zoning of the lands as a Downtown Area Special Provision Bonus (DA1(6)*D350*B-53) Zone comes into effect.

2. This by-law shall come into force and effect on the day it is passed.

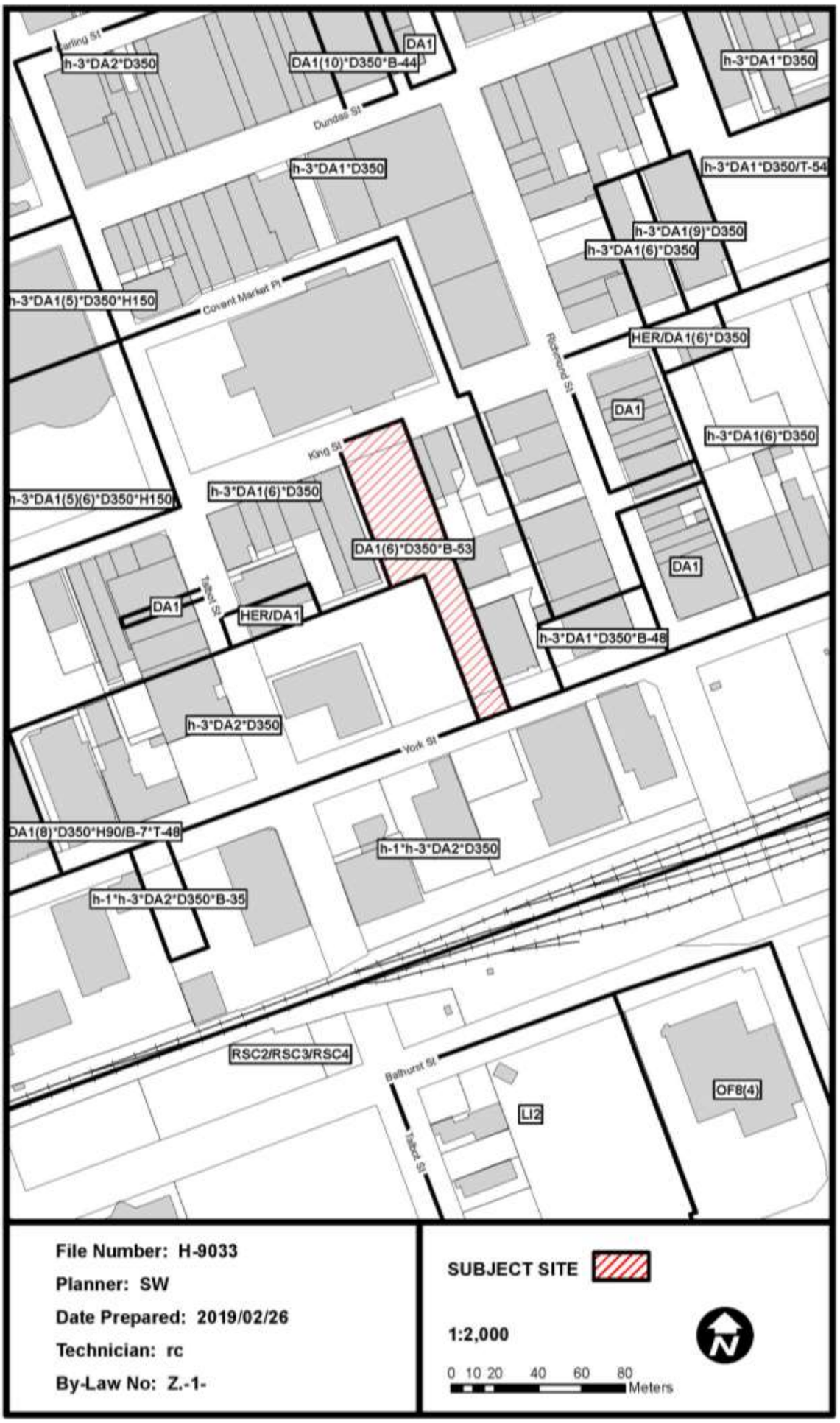
PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

SCHEDULE "A"


h-3*DA2*D350
DA1
DA1(10)*D350*B-44
h-3*DA1*D350
h-3*DA1*D350/T-54
h-3*DA1(9)*D350
h-3*DA1(6)*D350
h-3*DA1(5)*D350*H150
Covent Market Pl
HER/DA1(6)*D350
Richmond St
DA1
h-3*DA1(6)*D350
King St
h-3*DA1(5)(6)*D350*H150
h-3*DA1(6)*D350
DA1(6)*D350*B-53
DA1
Talbot St
DA1
HER/DA1
h-3*DA1*D350*B-48
h-3*DA2*D350
York St
DA1(8)*D350*H90/B-7*T-48
h-1*h-3*DA2*D350
h-1*h-3*DA2*D350*B-35
RSC2/RSC3/RSC4
Bathurst St
OF8(4)
LI2
Talbot St
File Number: H-9033
Planner: SW
Date Prepared: 2019/02/26
Technician: rc
By-Law No: Z.-1-
SUBJECT SITE
1:2,000
0 10 20 40 60 80
Meters

Bill No. 135
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 555 Wellington Road.

WHEREAS Werger Realty Limited has applied to rezone an area of land located at 555 Wellington Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 555 Wellington Road, as shown on the attached map comprising part of Key Map No. A.107, from an Associated Shopping Area (ASA1) Zone to an Associated Shopping Area Special Provision (ASA1/ASA3(_)) Zone.

2) Section Number 24.4 of the Associated Shopping Area (ASA3) Zone is amended by adding the following Special Provision:

ASA3(_) 555 Wellington Street

a) Regulation[s]:

i) All uses permitted in the ASA3 zone will be restricted to the existing structure as it exists on the date of passing of this by-law.

3) The inclusion in this by-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4) This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act*, *R.S.O. 1990, c. P.13,* either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

SCHEDULE "A"

File Number: Z-8975

Planner: MC

Date Prepared: 2019/01/18

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:2,500

0 12.525 50 75 100 Meters